



Item No: 19.1

Date: 19 July 2021

Attachment: A, B, C

Meeting:	Council
Title:	Strategic Project (Smith & Fuller) EOI Preliminary Evaluation and EOI Evaluation Panel Minutes
Responsible Manager:	Group Manager Corporate Services & Strategic Projects, Scott Reardon
Author:	Group Manager Corporate Services & Strategic Projects, Scott Reardon
Key Pillar:	Financial Guiding Principle 4 – Robust and transparent allocation and prioritisation of resources
Key Focus Area:	Community Land Management Plan
Type of Report:	Decision Required

Pursuant to Section 83(5) of the *Local Government Act 1999*, the Chief Executive Officer indicates that the matter contained in this report may, if the Council so determines, be considered in confidence pursuant to Section 90(2) of the *Local Government Act 1999* on the basis that the information contained in the attached report is information of the nature specified in subsections 90(3)(k) of the Act being tenders for the provision of services and the carrying out of works at the 39 Smith Street and former Fuller Street Council Works Depot Site.

Recommendation (Public)

Pursuant to s90 (3) (k)

Pursuant to section 90(2) of the *Local Government Act 1999* the Council orders that all members of the public except Chief Executive Officer Kiki Cristol, Group Manager Corporate Services & Strategic Projects Scott Reardon, Group Manager Asset & Infrastructure Ben Clark, Group Manager Customer Experience Danielle Garvey, Manager Community Development & Engagement Fiona Deckert, Communications & Marketing Manager Sarah Spencer and Council Secretariat Danielle Edwards be excluded from attendance at the meeting for Agenda Item 19.1 Strategic Property (Smith & Fuller) EOI Preliminary Evaluation report.

The Council is satisfied that, pursuant to section 90(3)(k) of the Act, the information to be received, discussed or considered in relation to this Agenda Item are tenders for the provision of services and the carrying out of works at the 39 Smith Street and former Fuller Street Council Works Depot Site. As such the Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the information to be disclosed and discussed has the potential to impact adversely on each of the tenderers as competitive commercial information will be disclosed.

Recommendation (Public)

1. That Council receive and note the minutes of the Strategic Property (Smith & Fuller) EOI Evaluation Panel meeting held 7 July 2021, appearing as Attachment A to this report;
2. That based on the recommendation of the Strategic Property (Smith & Fuller) EOI Evaluation Panel, Council direct Administration to proceed to obtain further information and clarification from the shortlisted respondents, as it relates to:

- a. preliminary proposal concept plans;
 - b. Registrant proposed capital investment in the site;
 - c. Registrant proposed rental for land lease;
 - d. preliminary high level business case / feasibility study (including financial, corporate structure etc); and
 - e. any other relevant information consistent with the requirements of the EOI;
3. That the shortlisted respondents be granted a further four (4) weeks to provide the requested information in support of their respective EOI submissions;
 4. That following the receipt of the additional information and review by the Strategic Property (Smith & Fuller) EOI Evaluation Panel, the respondents be invited to attend a formal interview (to be held in confidence) to present their respective proposals to the Evaluation Panel in order to prepare a final recommendation to Council.

Recommendation (Public)

Pursuant to s.91(7)

That having considered Agenda Item 19.1 Strategic Property (Smith & Fuller) EOI Evaluation report in confidence under section 90(2) and (3)(k) of the *Local Government Act 1999*, the Council, pursuant to section 91(7) of the Act orders that the report and attachments relative to this Agenda Item be retained in confidence 12 months or until a public announcement pertaining to the lease and development has been made and, when the matter has been finalised, excepting that Council authorises the release of the minutes to enable enactment of the resolution and that pursuant to Section 91(9)(c) of the *Local Government Act 1999* the Council delegates to the Chief Executive Officer the power to review and revoke this Order.

and

That Council resolves to end its confidential deliberations pursuant to Section 90(2) of the *Local Government Act 1999* and re-admit the public.

Summary

Following the formal appointment of the Strategic Property (Smith & Fuller) Evaluation Panel (**Panel**) by way of resolution **CNC294/20-21** on 15 February 2021, the Panel held meetings on 18 March 2021 and 8 April 2021 for the specific purpose of drafting and finalising the Expressions of Interest (**EOI**) documentation.

The “*Long-Term Lease & Development Opportunity - Council Land (Smith & Fuller Street Walkerville)*” Expressions of Interest (EOI) was released to open tender between Tuesday 27 April 2021 and Tuesday 22 June 2021 (inclusive). Following the close of the EOI, two (2) submission were received from Registrants.

While both submissions responded to a number of the criteria outlined in the EOI, both submissions lacked detail in parts and omitted responses to some of the criteria. Therefore, prior to considering progressing with either party, the Strategic Property (Smith & Fuller) EOI Evaluation Panel have made the recommendation that Administration obtain further betters and particulars in relation to a number of matters relating to the EOI. Following this, the Panel seek to interview both respondents prior to making a recommendation to Council.

Background

At their Ordinary Meeting of 18 May 2020, Council resolved:

CNC421/19-20

1. That Council increases the number of persons appointed to the Smith St & Fuller St Expressions of Interest Evaluation Panel from three (3) to five (5).
2. That Administration compile a list of suitably qualified potential candidates who hold knowledge of and experience in the following areas:
 - Property Development;
 - Accounting;
 - Property Law;
 - Planning/development/design/place making
3. That a subsequent report outlining the list of potential candidates be returned to Council at a future meeting.

At their Ordinary Meeting of 20 July 2020, Council resolved:

CNC7/20-21

That Council endorses the draft proposed Evaluation Matrix appearing as Attachment A to this report and the Expressions of Interest Evaluation Panel Terms of Reference, appearing as Attachment B to this report subject to the following amendments:

- Clause 2.2 add the words 'includes an evaluation' and include the evaluation matrix as an outcome.
- Add clause 6.1.1.5 insert the words 'present to Council a completed evaluation matrix'.

At their Ordinary Meeting of 17 August 2020, Council resolved in confidence to invite a number of suitable candidates to be interviewed for the remaining two (2) positions of the Evaluation Panel. The full details of Resolution **CNC84/20-21** are currently retained in confidence until such time that the matter is completed.

At their Ordinary Meeting of 18 January 2021, Council resolved:

CNC263/20-21

1. That Council rescind recommendation 2 of Resolution **CNC306/19-20** from 16 March 2020 and recommendation 3 of Resolution **CNC84/20-21** from 17 August 2020 and in lieu thereof endorse the following:
 - a) That Council establish an Evaluation Panel (**Panel**) consisting of five (5) Independent Members, who subject to their formal acceptance, will oversee the Smith & Fuller Street Expressions of Interest Tender evaluation process and upon the conclusion thereof, provide recommendations and options to Council on how to proceed.
 - b) That the Evaluation Panel be comprised of two (2) Town of Walkerville Audit Committee Members and a further three (3) Independent Members who have backgrounds in either Property Development, Accounting, Property Law, and/or Planning/development/design/place making.
2. That Council, following the endorsement of this report, direct Administration to amend section 2.1 of the Smith & Fuller Street EOI Evaluation Panel Terms of Reference to reflect the revised resolution.
3. That Council formally invite the following candidates to be appointed to the Smith & Fuller Street EOI Evaluation Panel:

- *Ross Haslam (Independent Audit Committee Member)*
- *Colin Scarlett (Independent Audit Committee Member)*
- *Mabel Tam (Independent Member)*
- *Richard Angove (Independent Member)*
- *Doug Wallace (Independent Member)*

At their Ordinary Meeting of 16 March 2020, Council resolved:

CNC306/19-20

1. *That Council instructs Administration to undertake an Open Expression of Interest (EOI) Tender process in line with Council's Procurement Policy, to seek out parties who may have an interest in entering into a long-term lease over the whole or part of Certificates of Title 5651/912 (Fuller Street 1), 5274/937 (Fuller Street 2), 5796/887 (Fuller Street Works Depot), 5728/637 (Smith Street 1) and 5838/95 (Smith Street 2) for the purpose of investing in and redeveloping the site / building for the benefits of the community.*
2. *That Council establish an Evaluation Panel, made of three (3) Independent Audit Committee Members, subject to their acceptance, with the appropriate Administrative support, to oversee the Tender Evaluation process listed in point 1 above and provide recommendations to Council at the conclusion of the process.*
3. *That an Elected Member Informal Gathering be held in order to provide guidance to Administration in the development of the Evaluation Panel Terms of reference and Evaluation Matrix , prior to Council's consideration and endorsement of same*
4. *Council officially advises the current Lessee of Certificates of Title 5728/637 (Smith Street 1) and 5838/95 (Smith Street 2) that the end of the lease term (viz 31 December 2020) Council does not propose to offer a renewal or extension of the existing lease, which does not preclude the existing Lessee from participating in the EOI Tender.*
5. *That Council instructs Administration to prepare a letter to the Town of Walkerville residents outlining the process and timing that will be undertaken with respect to the EOI tender and the reasons behind its decision.*

At their Ordinary Meeting of 15 February 2020, Council resolved:

CNC294/20-21

That Council receive and note the Establishment of the Strategic Property (Smith & Fuller) EOI Evaluation Panel report.

Discussion/Issues for Consideration

The "Long-Term Lease & Development Opportunity - Council Land (Smith & Fuller Street Walkerville)" Expressions of Interest (EOI) was released to open tender 9:00 am Tuesday 27 April 2021 and closed 5:00 pm Tuesday 22 June 2021 (WALK049228). Following the close of the EOI, two (2) submission were received from Registrants.

The following provides a precis of each submission.

Submission 1 - Torrens Health Pty Ltd, The Healthy Collective, Norwood Swimming Club

Submission 1 was received from a consortium comprised by:

- Torrens Health Pty Ltd - a leading provider of healthcare and technology services to hospitals, aged care facilities and individuals in the community (e.g. homecare and disability care);

- The Healthy Collective Pty Ltd – an organisation that helps citizens and affiliate health care providers (a network of over 900 health professionals and practices including GP's pharmacies and allied health as well as over 70 aged care and disability providers across Australia) optimise their care and wellness goals by creating collaborative governed environments;
- Norwood Swimming Club – while the second largest swimming club in South Australia the Club has been the most successful SA club over the past 10 years in terms of number of State Long & Short Course Premierships won, and has had an Olympic representative on the Australian team at every Olympics since the club's inception in 1972;

and seeks to create an ***“International Standard Centre Of Excellence Swimming and Health Precinct with a focus on Paralympic (Disability) and Masters (Aged)”*** with a purpose of ***“supporting the community continue to be active, have purpose and strive to achieve their goals and aspirations”***.

The submission proposes to construct a three (3) level multiuser facility, which includes:

- a 25-50m international standard swimming pool, suitable for both training and international events, which grants public and local schools use rights during hours when not used for competitions and training purposes;
- a smaller pool and associated facilities for hydrotherapy in conjunction with a wellness centre and gymnasium;
- hireable spaces and consultation rooms for additional specialist sports care providers;
- additional facilities including office space, clubrooms and meeting space for community groups;
- car parking; and
- further potential for a café/restaurant, and small medi-hotel accommodation for those undergoing treatment.

The consortium have since verbally indicated:

- an approximate initial capital spend of up to \$30.0M will be invested;
- a 42 year lease over the site is acceptable; and

The consortium have indicated that a land lease rental amount will be determined and negotiated following the completion of a feasibility study and business plan.

Submission 2 - YMCA South Australia

Submission 2 was received by the Young Men's Christian Association of South Australia (YMCA SA) and seeks the ***“development of the community hub that seeks to create a modernised facility that serves the needs of the community”***.

The submission proposes to retain the existing 39 Smith Street building and:

- build a new façade and entrance;
- refurbish the existing amenities on site to ensure compliance with current accessibility standards;
- revitalise existing spaces for gym and stadium sports;
- refurbish the existing multi-function rooms to accommodate meetings, education or training sessions and community programs;
- construct and install a heated indoor 'learn to swim pool';
- provide additional NDIS and allied health services.
- develop an Early Learning Centre adjacent to the 39 Smith Street facility.

The YMCA SA has yet indicate an indicative capital spend nor rental proposal.

Strategic Property (Smith & Fuller) Evaluation Panel

The Strategic Property (Smith & Fuller) EOI Evaluation Panel (**Panel**) met to review the submissions on Tuesday 8 June 2021 (the meeting minutes appear as Attachment A to this report for Members' reference). At the meeting the Panel voiced their concern about the notable lack of detailed information provided in the submissions and, as such the Panel collectively felt they were unable to provide an appropriate assessment and recommendation for Council. As such the Panel have made the recommendation, that Administration, obtain further and better particulars in relation to a number of matters relating to the EOI. Following this, the Panel seeks to interview both respondents prior to making an informed recommendation to Council.

Options for Consideration

Option 1

1. That Council receive and note the minutes of the Strategic Property (Smith & Fuller) EOI Evaluation Panel meeting held 7 July 2021, appearing as Attachment A to this report;
2. That based on the recommendation of the Strategic Property (Smith & Fuller) EOI Evaluation Panel, Council direct Administration to proceed to obtain further information and clarification from the shortlisted respondents, as it relates to:
 - a. preliminary proposal concept plans
 - b. Registrant proposed capital investment in the site;
 - c. Registrant proposed rental for land lease;
 - d. preliminary high level business case / feasibility study (including financial, corporate structure etc); and
 - e. any other relevant information consistent with the requirements of the EOI;
3. That the shortlisted respondents be granted a further four (4) weeks to provide the requested information in support of their respective EOI submissions;
4. That following the receipt of the additional information and review by the Strategic Property (Smith & Fuller) EOI Evaluation Panel, the respondents be invited to attend a formal interview (to be held in confidence) to present their respective proposals to the Evaluation Panel in order to prepare a final recommendation to Council.

Option 2

That Council resolves to progress only with Registrant and continue the process as recommended by the EOI Evaluation Panel.

Option 3

That Council abandon the current EOI process with the view to recommencing a subsequent process at a later stage.

Analysis of Options

Option 1 delivers an outcome that seeks to obtain further particulars as they relate to the current submissions received in order to assist the Strategic Property (Smith & Fuller) Evaluation Panel undertake an fully informed assessment.

Option 2 may be considered counter intuitive in that a decision has been made ahead of receiving further and better particulars, but it does provide the EOI Evaluation Panel with clear guidance as to the type of 'development' that will be supported by Council.

Option 3 abandons the current process with the view to approach the proposal at a later stage.

Financial Implications

At this present time there are no perceived financial implications associated with this report.

Community Implications

At this present time there are no foreseen community implications associated with this report.

Regional Implications

At this present time there are no foreseen regional implications associated with this report.

Governance Implications

The proposed recommendations are consistent with the aims of Council's Procurement Policy framework and will provide for increased oversight and scrutiny of the received submissions, thus aligning with the Community's expectation of transparency and good governance.

Preferred Option & Reasoning

Option 1 is the preferred option on the basis that it will provide increased oversight and scrutiny during the evaluation process.

Attachments

Attachment A	Strategic Property (Smith & Fuller) EOI Evaluation Panel Meeting Minutes 7 July 2021.
Attachment B	Submission 1 - Torrens Health Pty Ltd, The Healthy Collective, Norwood Swimming Club
Attachment C	Submission 2 - YMCA South Australia



MINUTES

of

STRATEGIC PROPERTY (SMITH & FULLER) EOI EVALUATION PANEL MEETING

held in

**WALKERVILLE CIVIC CENTRE
COUNCIL CHAMBERS
66 WALKERVILLE TERRACE GILBERTON**

on

WEDNESDAY 7 JULY 2021 AT 5:00PM

TERMS OF REFERENCE

The Strategic Property (Smith & Fuller) EOI Evaluation Panel (**Panel**) was established by Council via resolution **CNC263/20-21** of 18 January 2021 for the purpose of:

- drafting an Open Expressions of Interest Tender for the proposed redevelopment and leasing of the property located at 39 Smith Street and 42 & 44 Fuller Street;
- reviewing any/all submissions received in order to provide recommendations to Council on the varying use options for the Smith and Fuller Streets sites;
- making recommendations to Council regarding the financial ratios, financial targets and level of debt that may impact the Long Term Financial Plan;
- providing commentary and advice on the financial sustainability of each option to Council, as well as any related risks;
- making recommendations to Council regarding any other significant financial, accounting and reporting issues as identified by the Panel; and
- presenting to Council an evaluation report outlining the Panel's recommendation, as well as completed evaluation matrix for each assessed EOI submission.

AGENDA – 7 July 2021

1. COMMENCEMENT – 5:03 pm

2. ATTENDANCE RECORD

2.1 Present

- Mr Doug Wallace
- Mr Colin Scarlett
- Ms Mabel Tam
- Mr Richard Angove
- Mr Ross Haslam

2.2 Apologies

Nil.

3. DECLARATIONS OF INTEREST (material, actual, perceived)

Nil.

4. REPORTS REQUIRING FOR INFORMATION, DECISION OR DISCUSSION

Nil.

5. CONFIDENTIAL ITEMS

5.1 Strategic Property (Smith & Fuller) Expressions of Interest Responses & Preliminary Evaluation.

SPEP01/20-21

Moved: Mr Haslam

Seconded: Mr Wallace

Recommendation (Public)

Pursuant to sections 83(5), 90(2) & (3)(k) of the *Local Government Act 1999*, Item 5.1 Strategic Property (Smith & Fuller) Expressions of Interest Responses & Preliminary Evaluation shall be discussed and considered in confidence by the Strategic Property (Smith & Fuller) EOI Evaluation Panel, and all members of the public except Group Manager Corporate Services & Strategic Projects Scott Reardon, Mr Doug Wallace, Mr Colin Scarlett, Ms Mabel Tam, Mr Richard Angove and Mr Ross Haslam are to be excluded from attendance at the meeting as the Agenda Item relates to Expressions of Interest Tenders for the possible redevelopment and leasing of the property located at 39 Smith Street and 42 & 44 Fuller Street Walkerville, the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party, and as such would on balance be contrary to the public interest.

CARRIED

Recommendation (Confidential)

SPEP02/20-21

Moved: Mr Wallace

Seconded: Mr Angove

1. That the Strategic Property (Smith & Fuller) EOI Evaluation Panel recommend to Council that Administration proceed to obtain further information and clarification from the shortlisted respondents, as it relates to:
 - a. preliminary proposal concept plans
 - b. registrant proposed capital investment in the site;
 - c. registrant proposed rental for land lease;
 - d. preliminary high level business case / feasibility study (including financial, corporate structure etc); and
 - e. any other relevant information consistent with the requirements of the EOI;
2. That the shortlisted respondents be granted a further four (4) weeks to provide the requested information in support of their respective EOI submissions;
3. That following the receipt of the additional information and review by the Strategic Property (Smith & Fuller) EOI Evaluation Panel, the respondents be invited to attend an formal interview (to be held in confidence) to present their respective proposals to the Evaluation Panel in order to prepare a final recommendation to Council.

CARRIED

SPEP03/20-21

Moved: Mr Haslam

Seconded: Mr Scarlett

Recommendation (Public)

Pursuant to s.91(7)

That having considered Agenda Item 5.1 Strategic Property (Smith & Fuller) Expressions of Interest Responses & Preliminary Evaluation report in confidence under section 90(2) and (3)(k) of the *Local Government Act 1999*, the Council, pursuant to section 91(7) of the Act orders that the report, attachments and minutes relative to this Agenda Item be retained in confidence 36 months or until such time the matter has been finalised, excepting that Council authorises the release of the minutes to substantive party/parties to enable enactment of the resolution and that pursuant to Section 91(9)(c) of the *Local Government Act 1999* the Council delegates to the Chief Executive Officer

the power to review and revoke this Order.

and

That Council resolves to end its confidential deliberations pursuant to Section 90(2) of the *Local Government Act 1999* and re-admit the public.

CARRIED

6. CLOSURE – 6:08 pm

Torrens Health Pty Ltd, The Healthy Collective, Norwood
Swimming Club

Smith and Fuller Streets, Walkerville **Expression of Interest**

June 2021



TORRENS HEALTH



Schedule 1

Registrant's Details

1. Name of Registrant State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names. ABN number

Health Management and Nursing Services Pty Ltd t/as Torrens Health Solutions

ABN 69 087 521 391

2. Contact person Nominate a contact person for this Expression of Interest to deal with any questions or queries that may arise.

Joel Hepburn-Brown, Managing Director

Nick Tsamaidis, Managing Director The Healthy Collective

3. Registered address

Level 1, 246 Glen Osmond Road, FULLARTON SA 5063

4. Postal address

Level 1, 246 Glen Osmond Road, FULLARTON SA 5063

5. Telephone

08 8338 6137 (Torrens Health)

0403015160 (The Healthy Collective)

6. Fax

-

7. Email

Joel.hepburnbrown@torrensinvest.com.au

nick.tsamaidis@healthyretail.com.au



Proposed Executive Summary

We are excited to present our vision for the Smith Street site which we believe is an unique and exciting opportunity for the Township of Walkerville, its residents and businesses in which we are proposing to create a first in Australia multidisciplinary health and wellbeing precincts

The Vision we are proposing is to create: **An International Standard Centre Of Excellence Swimming and Health Precinct with a focus on Paralympic (Disability) and Masters (Aged)**

With a purpose to: **Support our community especially people with a disability or aged to continue to be active, have purpose and strive to achieve their goals and aspirations.**

The consortium responding to the Walkerville REOI has been brought together by The Healthy Collective, lead by Torrens Health and featuring one of the leading swimming clubs in Australia - Norwood Swimming Club

The consortium brings together Torrens Health, a leading aged care and disability provider who will also bring in many other partner NFP and for profit aged care and disability organisations to use and participate in the centre. The Norwood Swimming Clubs will lead the sports and recreation stream and bring local residents of Walkerville and nearby councils as well as schools and other sporting clubs to use and participate in the centre. Together the centre aspires to have a national and international reputation that may also attract federal and state government interest to support. We hope to co-design the precinct closely with Walkerville Township to maximise the synergies to create optimal community benefit and investor returns

The Healthy Collective brings together for the first-time, citizens, health and wellness practitioners and other stakeholders with a vision is to build a healthy community through consistent, transparent, and accessible holistic healthcare options. The Healthy Collective helps citizens, and their providers optimise their care and wellness goals by creating a governed environment that makes working with others easy to access while retaining independence. The Healthy Collective has a network of over 900 health professionals and practices including GP's pharmacies and allied health as well as over 70 aged care and disability providers across Australia.

The mission for The healthy Collective and the consortium responding to the REOI is to bring together health professionals including doctors and other health professionals, social enterprises, wellness, and lifestyle providers to deliver better health options to consumers under a shared care community model. We will facilitate and create new and better models of care using a structure that captures the best of larger scale corporations including scale, efficiency, clear business strategies and corporate governance principles combined with the responsiveness, empathy, clinical governance of small business, NFP's and cooperative models.



Schedule 2

1. Banker's Name: Australia and New Zealand Banking Group Limited
2. Address: Level 21, 11 Waymouth Street Adelaide SA 5000
3. Annual turnover for Torrens Health Group: 2018/19: \$63M 2019/20: \$76M 2020/21: \$ \$140 (Est)M
4. What is the issued capital of the Registrant's Company: \$approx. \$500
5. Net asset value of the Registrant's Company: >\$20M

Schedule 3

Licenses and Accreditation

Torrens Health entities are registered providers with:

- Department of Health (Commonwealth) My Aged Care Home Care Package Provider
- National Disability Insurance Agency
- Department of Veterans Affairs
- Lifetime Support South Australia
- Fully accessible gymnasium and work conditioning facilities.

List details of any licenses or accreditations required or relevant to the REOI

These licenses and accreditations relate to the services we provide to our clients who include:

- Aged care clients seeking support, healthcare, allied health therapy and community services
- Disability Care for people living with a disability including hydrotherapy, occupational therapy, physiotherapy services, exercise physiology services and community services including assistance with activities of daily living.
- Care for veterans including health, allied health and other care services.

We have a focus on hiring only experienced staff and then working with our staff to build our capacity and reputation. We are very proud that we have grown every year.

Schedule 4

Insurance Provide details of insurance currently held by you and any proposed subcontractor that would be extended to provide cover for the Services

Public and products liability

- Policy no 10M82711448
- Extent of cover - Per incident \$20,000,000 and in aggregate \$A
- Expiry date 31 August 2021
- Name of insurer CGU

Professional indemnity

- Policy no 05 MAL 1884584
- Extent of cover - Per incident \$20,000,000 and in aggregate \$A
- Expiry date 31 August 2021
- Name of insurer CGU

Contents - Not Applicable

Workcover

- Policy no - 23191103
- Extent of cover – statutory cover
- Expiry date - not applicable
- Name of insurer – Return WorkSA



Schedule 5

Referees

Details of at least three references for similar work and information on the approximate date when work was completed and the approximate value of work undertaken.

Reuse this page if more than three references are provided.

Talking Matters

Marilyn Pattison

328 Midway Road, ELIZABETH DOWNS SA 5113

Work on two facilities one at Christies Beach in 2019 and one currently in progress at Elizabeth SA

Referees for Norwood Swimming Club and Healthy Collective can be provided on request.



Schedule 6

Organisation Structure,

Facilities and Resources

1. Organisation structure (see attached)

Provide details of the staff and the organisation structure proposed to be used for as part of the proposal.

Details must include but not be limited to:

- Company structure to be used to support the services including size and location of office,
- organisation structure
- Number of staff proposed to be used and their qualifications and experience
- Details of the award, enterprise agreement, and/or local area workplace agreement, under which staff will be employed, and rates of pay, conditions, or allowances

The site would include the following areas:

Torrens Health Gymnasium Area

We would seek to develop a gymnasium area (potentially beside or within a larger one) for clients requiring an accessible gymnasium supported and managed by qualified exercise physiologists. A combination of individual sessions and group sessions would be provided for these clients.

Hydrotherapy

Ideally a hydrotherapy area would be included within the precinct allowing for aged and other clients to access services. Our pediatric services could include specialist swimming classes catering for clients who have higher health needs or are living with a disability.

Clinic Area

Between 2-5 OT areas 40-60sqm each, 6-8 smaller treatment areas 20-28sqm for physiotherapists and speech pathologists.

Office Area

Initially not less than 10 and up to 40 staff with a mixture of open plan, shared team focused workspace, meeting areas, learning a development space (could be shared). 250-500sqm

2. Employees

Torrens Health Group employs more than 6,000 healthcare workers and has an administration team of 115 staff across 15 national sites in which we operate our business. In South Australia we employ over 2,000 nurses, carers and allied health staff.

It is anticipated that Torrens Health would have between 30-75 staff working from this site depending on available space. There is currently a very large waiting list of clients who we would be activating immediately.

Provide details

3. Other details

(eg specific plant & equipment, vehicles)

Torrens Health currently operates three clinics in Adelaide and two regional clinics in South Australia. These include two gymnasiums and in total 5 allied health practices which include equipment and facilities to provide services.

4. Facilities

Torrens Health currently operates three clinics in Adelaide and two regional clinics in South Australia. These include two gymnasiums which have been customized for clients requiring fully accessible facilities. Our business provides services to clients with physical disabilities and intellectual disabilities both adult and children.



Schedule 7

Experience

1. Past experience

Please provide three examples of similar previous and relevant projects, and the relevant project teams for each project?

Together with our network partners and investors, we have already created two great precincts in Welland - a co-work and social enterprise hub (www.healthylivingprecinct.com.au) and collaborative hydrotherapy and movement space servicing disability, aged cared and the local community (<https://www.adelaidehydrotherapy.com.au/>). These are good prototypes that along with existing Torrens Health sites (<https://www.torrenshealth.com.au/index#brands>) have guided the bigger vision for Smith Street

About Torrens Health

Torrens Health is a leading provider of healthcare and technology services to hospitals, aged care facilities and individuals in the community (e.g. homecare and disability care).

Since commencing as a traditional nursing agency in South Australia in 2009, Torrens Health has rapidly expanded nationally to be one of the largest healthcare workforce solution providers in Australia.

Torrens Health's values are simply to always be Caring, Professional and Available to its employees and clients. Torrens Health is differentiated by its clear focus on treating its workforce of healthcare professionals as a 'customer' rather than a 'product'. The basis of this approach comes from the clinical background and experience of the management team who understand that professional, educated and engaged staff make a significant difference in the outcomes for patients and clients.

Project Objective

Torrens Health through its investment company Health Management and Nursing Services is looking to invest in a precinct where our paediatric and adult allied health businesses providing therapy to the elderly, people living with disabilities and people requiring rehabilitation and other allied health services can come to a professional facility to undertake treatment.

A key part of these treatments is the ability to access hydrotherapy and through the partnership proposal with the Norwood Swim Club and Healthy Precincts and multidisciplinary environment can be established with clinic areas sitting beside public areas allowing access to the public and clients of the partner organisations.

There is a potential to use the front area of the site for the pool and clinical areas as a public building and then potential for Torrens Health and its partner organisations to develop the rear area of the site as a multiuse area for offices and ageing in place residences which are low impact but provide a much needed, small group of low-rise units that can provide retirement living and ageing in place options.

Background Healthy Collective and Healthy Places Ventures

The Healthy Collective helps citizens optimise their care and wellness goals by creating a governed or shared care environment that makes working with others easier in order to achieve their health plan while allowing all stakeholders to retain their independence.

Citizens can join The Healthy Collective (HC) via direct membership or enrollment into a HC managed health program and or through our network of practitioners and providers existing clients base - **Healthy Networks**

We will do this by bringing together health professionals including doctors and other health professionals, social enterprises, wellness, and lifestyle providers to create consistent, transparent, and accessible holistic healthcare options under new, shared care models. - **Healthy Ventures**

The HC provides better opportunities for integrated rather than siloed care and stronger links and structures to achieve innovative health ventures supported by its internal project management and support services. The HC Executive team and Board ensure operational efficiency, partner communication and corporate/and clinical governance - **Healthy Support**



Healthy Collective Priorities for 2021

- Healthy Places Venture – Precincts, Pods and Digital Marketplace
- Healthy Care Services contracting and solution in aged care, disability, workplace health and hospital avoidance
- Growing our practitioner, citizen and provider network
- Continued improvement of our member and venture support structures and network

Our priorities have been developed in order to achieve our strategic objectives, specifically of our charter:

- 4.1 improve consumer outcomes;
- 4.2 improve consumer value through consistent, transparent, and measurable care.
- 4.3 facilitate shared care structures and initiatives;
- 4.4 grow the governance, economic, digital and workforce capabilities of all Parties;
- 4.5 improve integrated service delivery across primary care including aged care and disability;
- 4.6 create primary care initiatives for hospital avoidance, including Hubs of Care
- 4.7 provide procurement support, shared services and business growth opportunities to all affiliates

Healthy places

One of our key ventures for 2021 is creating a unique environment where consumers can better identify, access and procure health products and services in a collaborative and informative way. This will be done by connecting and partnering with key **Healthy Network** partners like pharmacies, GP, allied health, and nurses as well as product suppliers specialising in aged care, disability and wellness in a coordinated way making better use of our network size and potential.

Target Markets

The target customers for Healthy Places products and services include NDIS participants, (Aged) Home Care Package recipients, Residential Aged Care Facility residents, In/Out patients in hospitals, Corporate employees and health insurance customers.

Benefits for Members of the Healthy Collective

The Healthy Places Venture is a unique opportunity for practitioner members of the HC to access new customers and markets for their products, services and by coordinating care across modalities, enhances the ability to provide holistic health solutions for clients, residents, patients and customers. Supplier members of the HC will also access new clients for their products and establish stronger ongoing relationships for customers with supported funding such as NDIS, Aged Care and Corporate Health and Wellness.

Physical and Digital Healthy Places

The Healthy Places Venture will create both physical and digital 'places' to achieve these interactions.

The digital version of Healthy Places will enhance, and compliment e-commerce options currently provided by our Network and HC Network Partners will have exclusive access to promote their products and services to our consumer members, while working with them to make sure any local supplier digital solutions are complimentary. Networks partners will also have the opportunity to be investors in the marketplace infrastructure

The physical version of the Healthy Place will use either existing locations that will be enhanced by being branded as a **Healthy Living Precinct** (ie larger multi tenant footprint eg greater than 500m²) like our prototype in Welland, significant vacancies in shopping centres, ex hospitals like Wakefield and Repat, or **Healthy Pods** within single tenancies (under 500m²) like pharmacies, medical centres, nursing homes, retirement villages, co work spaces and cafes. We see the Walkerville site as having significant potential to be encompassed under our broader vision.

Our Healthy Hubs can also be new Precincts and Pods similar to the Adelaide Hydrotherapy Precinct in Welland, or new pharmacy, medical prototypes that will have no encumbrances to limit the opportunities to create new Healthy Places.



The Healthy Places Venture will be led by Paul Richards, an Executive in the Healthy Collective, assisted by other team members including Denis Fisk, Arthur Mitsoulis, Joe Whitehouse, Nick Tsamaidis and Dr. Andrew Kellie.

As per our strategic focus Healthy Places will focus:

- Ageing Well Assisted Living for Disability
- Corporate Health and Wellness
- Hospital Avoidance (step up/step down)
- Primary Care and Wellbeing

Schedule 8

Proposal - Improvement and Innovation Provide full details of your proposed use and development of the site; including ideas and systems that are proposed for improved performance and use of the site

The proposal will be a multiuser facility providing services to the community in the form of an international standard swimming pool suitable for training for international events and able to be used by the community and local schools during hours when not used for competitions and training purposes. The pool is likely to be 25m or subject to cost and strategic alignment with Council ideally 50m in length depending on the outcome of a feasibility study and codesign process to be undertaken if we are successful in our bid for the project.

It is anticipated that there will also be a smaller pool and facilities for hydrotherapy in conjunction with a wellness centre and gymnasium. Additional facilities envisaged include subtenancies specialising in sports care.

Additional facilities are anticipated including office space, clubroom and meeting space for community groups, café/restaurant, possible medi-hotel accommodation, and residential development up to three levels, and carparking facilities.

The proponent will facilitate the remediation of site contamination in accord with EPA standards for the proposed land use. Council will be expected to contribute towards a fair and equitable cost sharing arrangement for the remediation.

Norwood Swimming Club

NSC is the second largest swimming club in SA yet is the most successful SA club over the past 10 years in terms of number of State Long & Short Course Premierships won. The clubs squads are a mix of both abled and disabled bodies encouraging diversity and inclusivity.

Norwood has had an Olympic representative on the Australian team at every Olympics since the clubs inception in 1972.

NSC have a designated and extremely successful "Pathways Program" for swimmers entering from junior swim squads through to the elite squad. The club is a high-performance club with the principal aim in having squad members compete at both local carnivals through to National and International meets. A recreational squad is in place for those swimmers who can't commit to the competitive swimming schedule.

NSC is a community club run exclusively by members with an 11person committee handling all affairs. Financially, the club is very sound.

Members home postcodes are diverse as swimmers seeking higher levels of training travel to benefit from that provided by the club, however the greater member base is aggregated from the NPSP, Walkerville, Adelaide and Prospect Councils.

Due to the severely limited 50mtr enclosed pool options within the Greater CBD, NSC are looking for a longterm solution. Currently NSC train across three disparate locations making coordinating classes and squad training difficult. A singular option would not only increase participation but offer NSC a "home", something the club currently does not enjoy the benefit of.

Having engaged a professional design and planning company to scrutinize and ascertain the viability of a purpose built, single site facility, further consultation has been undertaken with regards to a Community multi-purpose health hub.

This goes as far as conceptualizing a Medi hotel in conjunction with the pool which would incorporate a hyperbaric level. The incorporation of such would provide a medi service like no other in the Southern



hemisphere and ensure the use of by international swimming teams.

The pool itself would be equipped to provide digital visual training aids, another first in SA.

Codesign process

Our methodology includes undertaking a detailed feasibility study and concept co-design process culminating in a strategic and feasibility document and hi-level concept design plan congruent with Council's Community Plan, the Planning and Design Code requirements, and relevant regional strategies. The aim of this part of the project is to provide recommendations to facilitate the achievement of the highest and best use of the site whilst providing the most robust and sustainable development model building on the region's economic advantages and collocation opportunities.

A joint steering committee including our project management team and Council representatives will be established to manage this process. The following stages are envisaged as part of the hi-level co-design process

This codesign opportunity will be facilitated through a shared funding approach involving the Healthy Collective, Council, plus State and Federal government grant funding sources (e.g. NDIS, the Development Fund, Swimming Australia etc.).

Codesign workshop

Members of the regional healthy living and swimming community and residents will be invited to a codesign workshop to seek feedback on the spatial planning for the project and the concept plan for further development into a high-level concept plan.

- The workshop will be undertaken within a community setting and will be facilitated by a town planning consultant and an urban design consultant.
- Preparation of a codesign report, including feedback on the workshop, key finding and preliminary return brief to assist with the development of the concept plan and a feasibility study.

Evaluation of potential land use mix and associated facilities

A set of criteria for evaluating the potential land use options will be developed in consultation with the steering committee using prior research data and results of the Stakeholder and Codesign process with input from a preliminary costing and viability assessment.

The evaluation criteria will be used in a multicriteria assessment and any additional potential components identified in the consultation processes and will assist in the refinement of project scope and the selection of strategic alternatives. Recommendations for a revised scope of the project will be presented seeking directions from the Steering Committee in relation to the revised scope.

Business model plus workforce requirements

Potential business units will be considered in consultation with the Steering committee and Key Stakeholders and a preferred business model and structure will be determined. This aspect of the project will involve specialist input from Dr. Guy Turnbull.

- To support the feasibility study, a Workforce Plan will be developed for the future labour force for the business units of the Healthy Living Centre and International Swimming facility. This will identify gaps, and undertake workforce planning to ensure sustainability and flexibility as the economy



changes (in light of incidents such as Covid 19), staging of the development program, diversity programs, and including restructure and redundancy plans.

High level concept plan

A high-level concept plan will be prepared by an urban design consultant and Town Planning consultant for consideration by the joint planning team and Council. Once a design has been agreed with the Council and the key stakeholders.

The high-level concept plan will provide the basis for the preparation of detailed architectural designs, stormwater modelling, traffic engineering study etc.

Costing and Financial Modelling

Capital expenditure and infrastructure development will be based on current and future demand derived from the best mix of uses for a viable multipurpose healthy living precinct and international standard swimming centre. A clear understanding of demand will be one of the main purposes of this feasibility study.

Current scope of the multiuser complex includes clubroom with visitor centre, a fifty metre long swimming pool, possible medi- hotel, hydrotherapy, gymnasium, restaurant bar, café, residential component, and carparking.

These developments and others will be identified in the proposed study and will be analysed based on possible income streams.

The Income streams and the profitability of each business unit will be analysed using activity based principals where direct costing, operational and general overhead expenses and capital costing be apportioned based on income and cost drivers of each unit.

Income streams such as; membership income, physical and mental health therapy, training facilities and clinics, Olympic standard events, schools, entertainment & venue hire, hotel and accommodation facilities, restaurant & Café and bars have at this stage been identified.

Estimated, indicative high, medium and low scenarios on operating income and costs over 5 years will be presented to specify the likely financial feasibility and cash flow scenarios.

The overall financial model will include a five-year growth projection with the Return on Investment integrating with Net Present Values and Internal Rate of Returns.

Capital raising programs will be identified as part of the project including a range of possible grant opportunities available to Local Government and community groups with a particular emphasis on non-profit cooperatives, and full profit set up to manage the project.

Economic Impact Analysis

An economic impact analyses will project the overall job and economic growth of the area, region and state. Skills and Training needs will also be assessed together with other impacts the project will have on social structures, environment, population diversity and infrastructure.

Feasibility Assessment and recommendations

A report will be prepared to consolidate findings from the consultation and research, including service and skills Gap analysis, and the outcomes of additional consultations and report on strategic directions, list of draft SWOT, key economic and performance indicators to measure success of the plan, and potential State and Federal programs, which provide opportunities for funding of the project. An executive summary, recommendations, and action plan will also be provided.

Financial arrangements will be developed as part of the feasibility assessment in the form of a financial plan and business plan.

**REQUEST FOR
EXPRESSION OF INTEREST
LONG-TERM LEASE
& DEVELOPMENT
OPPORTUNITY –
COUNCIL LAND
(SMITH STREET &
FULLER STREET
WALKERVILLE).**

**TOWN OF WALKERVILLE COUNCIL
COR003.20/21**

22 JUNE 2021





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INTRODUCTION

A great community and recreation hub is more than just the quality of the facility, or the sum of its processes and programs. Those elements certainly need to be delivered with excellence, but they're not sufficient in themselves. Something else is needed - something closer to the reason the community made its bold capital investment in the first place. It needs a beating heart – intimately attuned to the needs and aspirations of its residents. One that ensures the benefits flow into the entire community, both inside and outside the four walls of the centre.

This is YMCA South Australia

Having served the community well for decades the opportunity now presents to redevelop and reimagine the site to meet the needs of the local community for the next 50 years.

We are genuinely excited about the possibilities for the reactivation, and would welcome the opportunity to partner with the Town of Walkerville on this journey. We trust that this Expression of Interest will clearly establish not only that YMCA South Australia has all the necessary experience and expertise, but can also yield richer outcomes for the community.

YMCA South Australia seeks to establish a community hub that will provide recreational, educational, health and social services to the surrounding community.

In the following pages we provide high level concepts for potential inclusion in the community hub. We would refine these, with supporting business cases and funding proposals, following further consultation with council.

Term of proposed lease;

YMCA South Australia is seeking a lease term up to a total of 42 years, composed an initial term of 10 years followed by 2 option periods of 10 year periods and a final option period of 12 years with each option period exercisable by the lessee (10+10+10+12 years).

What amount of development the proponent is prepared to undertake (including estimated \$ invested into the Site), and what expectations the Registrant has of Council for investment / input into the project;

The development of the community hub seeks to create a modernised complex that serves the needs of the community. This would include a new façade and entrance to the building, amenities meeting current accessibility standards, revitalised spaces for Gym sports, stadium sports, the addition of a heated indoor learn to swim pool, NDIS and allied health services, multi-function rooms for meetings, education or training sessions and a range of community programs.

In addition, an Early Learning Centre would be developed adjacent to the recreation facility. The funding for this specific development would be contingent on Government funding or financial co-contributors.

An approximation of the rental the proponent proposes to pay Council for the occupancy of the land;

A rental payment would be structured as part of the lease negotiations. An approximation of the amount would require further exploration of the design of a revitalised facility to identify the full scope of services to fund lease payments and the programs within the proposal meeting any required council planning for the site.

A concept / business plan

Community hub concept:

- > **Recreational services** – Gym sports covering KinderGym, Gymnastics, Parkour and Dance. Stadium sports utilising multi-sport court markings for Basketball, Netball, Volleyball, Badminton, Futsal, Dodgeball, Pickleball and other suitable stadium sports. A learn to swim pool providing essential water safety skills, aquatic exercise and rehabilitation programs
- > **Educational** – An Early Learning Centre providing services to working families that would address the limited capacity currently in the Town of Walkerville and compliment other services of the community hub
- > **Health** – Allied health services including exercise physiology services with an active rehabilitative focus on utilising facilities within the community hub
- > **Social** – YMCA South Australia is a leading provider of inclusive recreation opportunities for people living with a disability and NDIS supported services for special need clients. Further detail on these programs can be accessed at: <https://www.sa.ymca.org.au/what-we-do/leap-inclusion-services>

A detailed business plan can be developed if the Town of Walkerville identifies this proposal as an option that it is interested in exploring further beyond the REOI stage.

Proposed concept plan(s);



Revitalised Building façade and entrance



Early Learning Centre



Learn to Swimm School

Indication of how the proposal will benefit the community and the Town of Walkerville;

The proposal will revitalise the site providing a broad range of community services without the requirement of the Town of Walkerville to invest significant capital expenditure in the site and be able to receive an ongoing revenue stream, in the form of lease payments. The development and provision of programs will enhance the combined precinct of the Walkerville Oval and Walkerville Terrace shopping/commercial strip as an activity centre.

Local business will benefit from an increased foot traffic and associated economic activity, not currently present at the venue. Residents will be able to access a comprehensive range of inclusive programs year round that are not currently available in municipality.

Any expected environmental and/or social impacts they may be incurred as a result of the development;

YMCA South Australia will seek to incorporate a range of sustainable design components to minimise the environmental impact of the site, through the inclusion of passive solar design, solar panels, water efficient appliances, led lighting, recycled water systems, pool filtration systems and drought tolerant plants in the ELC outdoor space. The provision of services is expected to provide benefits in the form of physical / mental health and social connections, all of which have been impacted by COVID pandemic in South Australia.

Any anticipated impacts to the amenity of the area as a result of the development;

YMCA South Australia anticipates the proposal will provide significant enhancement to the amenity of the area, enhancing outdoor sports at Walkerville Oval, with year round indoor sporting and activity programs as well as connecting well to the Walkerville Terrace shopping and commercial precinct.

SCHEDULES

SCHEDULE 1

REGISTRANT'S DETAILS

Applicant's Details

<p>1. Name of Registrant</p> <p>State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names.</p> <p>ABN number</p>	<p>Young Men's Christian Association of South Australia (YMCA South Australia)</p> <p>41 241 860 884</p>
<p>2. Contact person</p> <p>Nominate a contact person for this Expression of Interest to deal with any questions or queries that may arise.</p>	<p>Andrew Mundy 0409 724 962 andrew.mundy@ymca.org.au</p>
<p>3. Registered Address</p>	<p>Level 10/44 Waymouth Street Adelaide SA 5000</p>
<p>4. Postal Address</p>	<p>PO Box 126 Rundle Mall Adelaide SA 5000</p>
<p>5. Telephone</p>	<p>(08) 8200 2500</p>
<p>6. Fax</p>	<p>(08) 8353 0384</p>
<p>7. Email</p>	<p>southaustralia@ymca.org.au</p>

SCHEDULE 2

FINANCIAL CAPACITY

Applicant's Details




1. Banker's Name:		BankSA
Address:		51 Pirie Street Adelaide SA 5000
2. Annual Turnover for:	2017/18:	\$16,308,660
	2018/19:	\$20,488,403
	2019/20:	\$18,438,175
	2020/21:	\$22,958,263 (forecast at May 2021)
3. What is the issued capital of the Registrant's Company:		N/A
4. Nett asset value of the Registrant's Company:		\$2,182,545 (May 2021)




SCHEDULE 3 LICENCES AND ACCREDITATION




List details of any licences or accreditations required or relevant to the REOI

YMCA South Australia delivers services across a number of different industries and provides the following licenses and accreditations as representation of the diversity and breath of our organisation’s operations.

Licence/Accreditation/ Membership	Licence/Accreditation Detail	Expiry date (if applicable)
 <p>Australian Childhood Foundation Safeguarding Children Accreditation</p>	<p>YMCA South Australia has partnered with the Australian Childhood Foundation (ACF) for the ACF Safeguarding Children Program receiving accreditation in September 2015. The audit program examines the organisation’s compliance with the seven (7) Safeguarding Children accreditation standards:</p> <ul style="list-style-type: none"> > Commitment to safeguard children and young people > Personnel roles and conduct > Recruitment and screening > Personnel induction and training > Involving children and parents in safeguarding > Child abuse reports and allegations > Supporting and improving a child-safe culture. <p>We are extremely proud of gaining ACF accreditation as part of our ongoing commitment to safeguarding children and young people in the communities we serve. This process requires annual review and re-accreditation every three years.</p>	<p>08/11/21</p>

Licence/Accreditation/ Membership	Licence/Accreditation Detail	Expiry date (if applicable)
 <p>National Disability Insurance Scheme (NDIS) Provider</p>	<p>YMCA South Australia is an accredited NDIS Provider and currently provide a range of accredited services in YMCA managed recreation centres including swimming lessons, gym and personal training services and exercise physiology. In addition, the YMCA provides NDIS accredited services beyond the walls of the facilities we manage in turn increasing social inclusion. The YMCA are an approved provider to deliver the following range of services:</p> <ul style="list-style-type: none"> > Group and Centre Based Activities > Exercise Physiology and Personal Training > Participation in community, social and civic activities > Development of daily living and life skills > Innovative Community Participation > Assistance with travel / transport arrangements > Assistance in coordinating or managing life stages, transitions and supports > Assistance to Access and maintain employment or higher Education 	30/06/23
 <p>AUSTSWIM Recognised Swim Centre</p>	<p>All YMCA managed aquatic centres complete AUSTSWIM's recognition scheme. AUSTSWIM recognition assists in safeguarding the interests of participants who seek to engage the services of AUSTSWIM licensed swim teachers through AUSTSWIM Recognised Swim Centres. The scheme offers quality assurance to the wider community, by recognising and promoting swim centres operating under industry guidelines for best practice, and have qualified teachers.</p>	31/12/21
 <p>Australia Service Excellence Standards (ASES) Accreditation Certificate</p>	<p>The ASES accreditation means that the organisation has successfully met rigorous standards for community services and ensures the organisation is:</p> <ul style="list-style-type: none"> > Well managed > Welcoming > Following safe practice > Informing customers of their options > Seeking customer feedback for improvement. 	08/02/21

Licence/Accreditation/ Membership	Licence/Accreditation Detail	Expiry date (if applicable)
 <p>Fitness Australia Quality Accreditation</p>	<p>YMCA South Australia were the first organisation in Australia to have all its facilities achieve Fitness Australia Quality Accreditation. The nationally recognised accreditation confirms YMCA South Australia’s commitment to providing outstanding quality, value, safety and customer service at each of its eight facilities.</p> <p>Fitness Australia’s accreditation process is aimed at elevating the business to the highest standard possible through benchmarking, and continuous improvement of systems and culture. There are six Pillars of Quality assessed that use evidence based indicators as criteria:</p> <ul style="list-style-type: none"> > Professionalism > Customer Care > Safety > Leadership > People > Information and Knowledge. 	<p>18/11/22</p>
 <p>Fitness Australia Membership</p>	<p>Fitness Australia is the peak health and fitness industry association providing a range of support services and solutions to over 25,000 Registered Personal Trainers, Registered Fitness Instructors, fitness businesses and suppliers Australia-wide.</p>	<p>30/06/21</p>
 <p>COTA (Council on the Aging) Strength for Life Licence and Program</p>	<p>The Strength for Life program promotes health and well-being amongst people over 50 through strength training programs run by accredited fitness providers.</p> <p>COTA trains and endorses fitness providers to run sessions throughout South Australia.</p>	<p>ongoing</p>

Licence/Accreditation/ Membership	Licence/Accreditation Detail	Expiry date (if applicable)
 <p>Active Aging Australia Membership</p>	<p>Active Ageing Australia promotes physical activity for a lifetime of health and well-being. Physical activity enriches our lives by supporting our ability to maintain independent, healthy lifestyles, and participate in and contribute to the community. The YMCA registers recreation centres providing the opportunity to promote the centre's programs and build the centre's capacity through All Age Friendly policies, cultures and practices.</p>	<p>30/06/21</p>
 <p>Charter of Rights for Children and Young People in Care</p>	<p>YMCA South Australia holds the Endorsement of the Charter of Rights for children under the Guardianship of the Minister. All sites within YMCA South Australia have information for staff and our families, visitors and general public on display; we have appointed Charter Champions across a number of our programs and services and are currently including this information in our staff induction procedures.</p>	<p>ongoing</p>
 <p>Outside of School Hours Care (OSHC) Approved Provider</p>	<p>YMCA South Australia have demonstrated our ability to meet mandatory criteria have been selected for the approved provider panel. YMCA South Australia is legally responsible for the management and operation of 23 OSHC services across the State which includes complying with the requirements of the National Quality Framework for early childhood education and care and national regulations.</p>	<p>ongoing</p>

Licence/Accreditation/ Membership	Licence/Accreditation Detail	Expiry date (if applicable)
 <p>Parks and Leisure Australia Membership</p>	<p>Parks and Leisure Australia is the peak industry association for professionals working in the Parks and Leisure sector in Australia. Through a broad range of services they support members to provide opportunities that strengthen communities through good use of leisure time for the social, environmental, economic and physical wellbeing of all Australians.</p>	<p>30/06/21</p>
 <p>OneMusic Licence</p>	<p>OneMusic Australia offers joint public performance licences so there is no longer any need for separate licence agreements and invoices from the Photographic Performance Company of Australia (PPCA) and the Australia Performing Rights Association (APRA). The YMCA would ensure our services are appropriately licenced.</p>	<p>30/06/21</p>
 <p>Return to Work SA</p>	<p>Return to Work SA is responsible for providing work injury insurance and regulating the South Australian Return to Work scheme. They provide insurance that protects South Australian businesses and their workers in the event of a work injury.</p>	<p>30/06/21</p>

SCHEDULE 4 INSURANCE


Provide details of insurance currently held by you and any proposed subcontractor that would be extended to provide cover for the Services.

YMCA South Australia's insurances details are provided below. Certificates would be provided to Council prior to commencement on site.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Public and products liability	AU00002677LI20A	\$20m	\$20m	30/06/2021	XL Insurance Company Limited
Professional indemnity (if applicable)					
Property and facilities (if applicable)	AU00002680PR20A	N/A	N/A	30/06/2021	XL Insurance Company Limited (50%) Ansvr Insurance (50%)
Contents	AU00002680PR20A	N/A	N/A	30/06/2021	XL Insurance Company Limited (50%) Ansvr Insurance (50%)
Workers compensation	16661005	N/A	N/A	30/06/2021	Return to Work SA
Directors and officers (if applicable)	02CH023199	\$10m	\$10m	30/06/2021	Chubb Insurance Limited
Other Vehicles plant & equipment	32 VG02334 GFT	\$30m	\$30m	30/06/2021	Zurich Australian Insurance Limited

SCHEDULE 5 REFEREES

Details of a last three references for similar work and information on the approximate date when work was completed and the approximate value of work undertaken.

Referee #1	
Client Name:	Office for Recreation, Sport and Racing Government of South Australia The Parks Recreation & Sports Centre
	<p>YMCA South Australia commenced management of the Centre in December 2013 following a \$24m redevelopment.</p> <p>The Centre includes an indoor 25 metre pool and learn to swim pool, splash park, two court stadium, kidsclub, group fitness studio's, functional training zone and fully equipped health club, that supports more than 1,400 members and 800 swim lesson enrolments.</p> <p>There are also two separate theatre buildings with a total seating capacity of over 00 people.</p> <div style="border: 2px solid red; padding: 5px; display: inline-block; margin-top: 10px;">  <p style="color: red; font-weight: bold;">View The Parks Recreation & Sports Centre website here: parksrsc.ymca.org.au</p> </div>
Address:	46 Cowan Street, Angle Park SA 5010
Contact Name:	Carolyn Elliott Venues Capital, Investing and Planning Officer
Telephone:	0412 033 066
Date of Work:	1 st December 2013 - Current
Value of Work:	\$2.6m (GST exclusive)

Referee #2

Client Name: **City of Marion**

Marion Leisure & Fitness Centre

The Marion Leisure & Fitness Centre is a key community hub servicing the health and fitness needs of more than 600 members with annual visitation in excess of 100,000 direct visits. The gym has a focus on older adults’ programming tailored to improving the fitness, strength and balance for the over 60’s.

The multi-purpose 3 court sports stadium features competition level sports such as basketball, volleyball, futsal and netball with a mix of YMCA delivered programs and sporting association / club delivered programs. The centre is also home to Gymnastics South Australia.

WWW View **MLFC’s** website here: marionleisure.ymca.org.au

Glengowrie Recreation Centre

The YMCA has been part of the Glengowrie community for more than 60 years delivering gymnastics programs to approximately 700 children each week. YMCA Gymnastics offers recreational and competitive gymnastics and trampoline classes for children and teens of all skill levels.

The focus is on basic developmental stages (including balance, coordination, flexibility and strength), preparing the body, mind and spirit for many challenges in life. This adaptable approach means a rewarding gymnastics pathway for a variety of ages and abilities, instilling important life skills such as of confidence, coordination, creativity and discipline.

WWW View **Glengowrie’s** website here: sa.ymca.org.au/glengowrie

Address:	Cnr Oaklands Rd & Rosedale Ave, Morphettville, SA 5043	Address:	Cnr of Maxwell Tce and Butler Cres, Glengowrie, SA 5044
Contact Name:	Geoff Norris Unit Manager Land & Property		
Telephone:	0466 238 775		
Date of Work:	20 th February 2015 – current		
Value of Work:	\$1.3m (combined)		

Referee #3	
Client Name:	<p>City of Charles Sturt</p> <hr/> <p>St Clair Recreation Centre</p> <hr/> <p>The St Clair Recreation Centre is a newly built \$21m multi-purpose recreational facility in the suburb of Woodville, Adelaide. At 9,000m², it is Adelaide's largest indoor sporting complex featuring a six-court indoor sports stadium with a dedicated skating rink, 300m² 24/7 Gymnasium, café and a fully licenced function centre inclusive of a commercial kitchen.</p> <p>After an extensive construction and tender process, the YMCA was awarded the contract and commenced management in September 2018 with the facility officially opening to the community on the 19th of November 2018.</p> <div style="display: flex; align-items: center; margin-top: 10px;"> <div style="border: 2px solid red; padding: 5px; margin-right: 10px; text-align: center;"> WWW </div> <div style="border: 2px solid red; border-radius: 10px; padding: 10px; display: flex; align-items: center;"> <div style="flex: 1;"> <p style="color: red; margin: 0;">View the St Clair Recreation Centre website here: stclair.ymca.org.au</p> </div> </div> </div>
Address:	109 Woodville Road, Woodville SA 5011
Contact Name:	Lesley Golley Commercial Property Management Officer
Telephone:	08 8408 11374
Date of Work:	4 th November 2018 - Current
Value of Work:	\$1.7m (GST exclusive)

SCHEDULE 6

ORGANISATION STRUCTURE, FACILITIES AND RESOURCES

1 ORGANISATION STRUCTURE

Provide details of the staff and the organisation structure proposed to be used for as part of the proposal. Details must include but not be limited to:

- Company structure to be used to support the service including size and location of office, organisation structure

Company and organisation structure

YMCA South Australia is a not-for-profit community organisation that has served the South Australian community for over a 170 years

Choosing a community partner plays a vital role in the achievement of intended community and facility objectives.

As a community-driven organisation, we are non-profit and based in South Australia. This means any surpluses from our operations is ultimately reinvested in our mission, here in South Australian communities we partner with.



699 employees in
SOUTH AUSTRALIA



15 employees at
ADELAIDE HEAD OFFICE

In contrast to commercial companies, the YMCA does not leverage a tax-payer funded public asset to generate profits for shareholders outside the state.

YMCA South Australia delivers the best of both benevolent purpose and operational excellence, both global experience and local community ownership, and both economic and social returns.

With close to 700 employees in South Australia, and a head office based in the Adelaide CBD, the YMCA delivers programs and services right across South Australia in settings including community recreation centres, swimming pools, health and fitness facilities, camps, early education and schools and youth services.

YMCA South Australia Board of Directors

The YMCA South Australia Inc. is governed by a Board of volunteer directors incorporating our YMCA South Australia Youth and Family Services Inc. entity which provides benevolent services and PBI/DGR status to the work we undertake.

Our Board of Directors bring both excellent breadth and depth of professional experience to the YMCA. This includes a deep affinity for regional South Australia. For example, the Board includes:

- **Paul Madden AM**
The Chair of World Relief Australia and Executive Officer of Bright Futures Child Aid & Development Fund Australia. Former CEO of The Wyatt Trust, Habitat for Humanity SA, Baptist Community Services SA, Mission Australia and Child & Family Welfare Association SA
- **Vadis Rodato**
A senior executive in a range of roles, including former CEO of NASDAQ-listed, Multi-Colour Corporation (MCC). MCC today is approaching 10,000 employees, with 86 sites in 26 countries.
- **Matthew Pears**
A Chief Executive of a local government who also serves on the Board of the Leadership Institute of South Australia.

Our directors commit their time on a voluntary basis, being strongly motivated by the benevolent mission of the YMCA, ensuring the organisation delivers on the mission and vision outlined in the YMCA South Australia Strategy 2021-2025 (Figure 6.1).

The Board is responsible for setting policies, ensuring compliance, and for the effective development and execution of strategy across YMCA South Australia's operations.

At the management level, YMCA South Australia is led by Chief Executive Officer, David Paterson, and a team of Senior Managers with first class local, national and in some cases, international experience.

Our leadership structure is purposefully designed to enable:

- > Innovation and continuous improvement
- > Autonomy to respond to local needs
- > Integration across all aspects of community wellbeing.

Our organisational structure appears overleaf in Figure 6.2

Figure 6.1 – YMCA South Australia Strategy Map 2021-2025

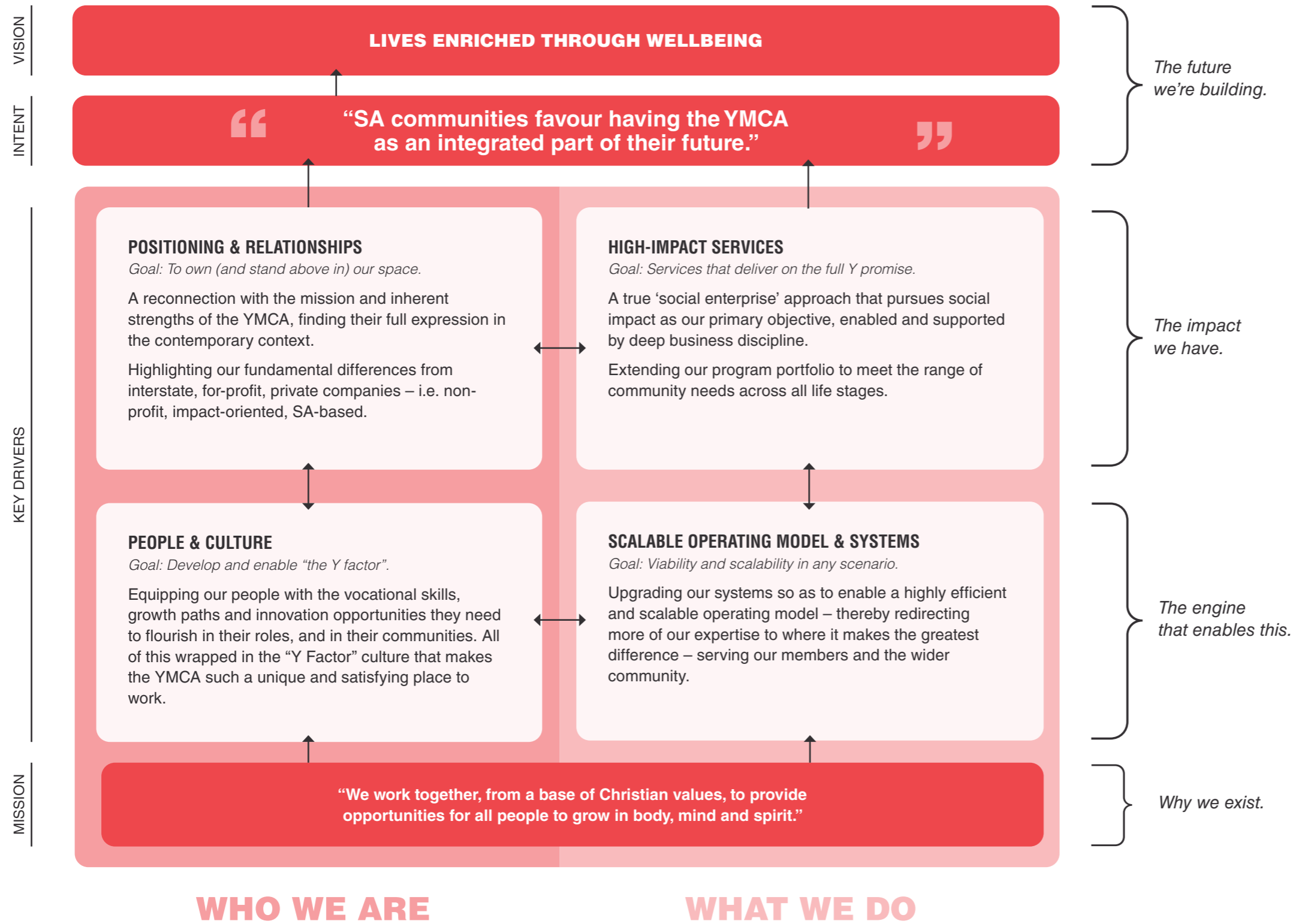
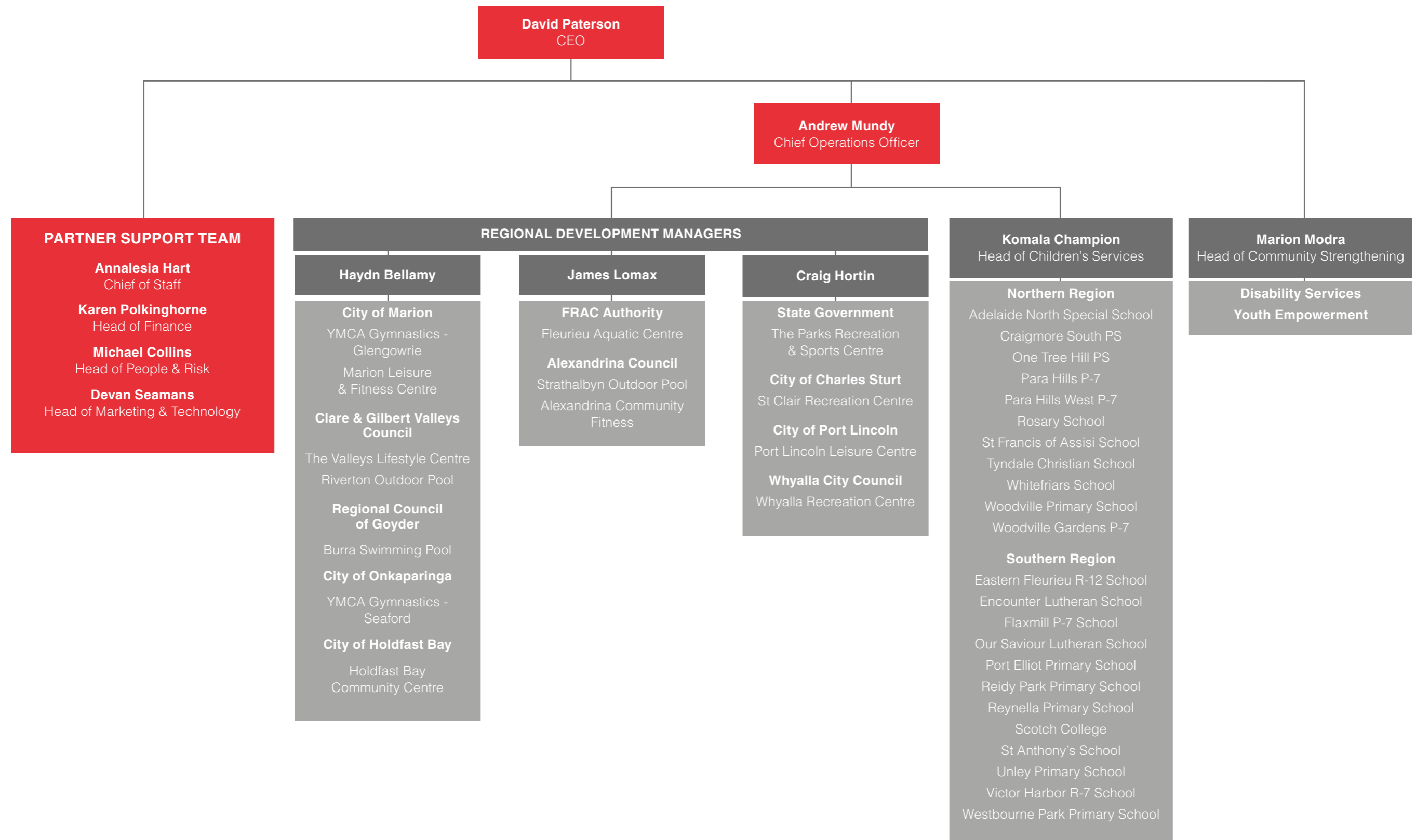


Figure 6.2 – YMCA South Australia organisational structure





Management and partner support teams

YMCA South Australia brings a robust approach to the management and delivery of each and every partnership.

In the following section we have detailed our approach to resourcing for the Walkerville Community Hub which includes:

- > Partnership and establishment team
- > Extensive support structure, service, and systems specific to this contract
- > Staff minimum qualifications and experience

Karen Polkinghorne Head of Finance



Qualifications/Training

- > Bachelor of Commerce
- > Chartered Accountants Australia and New Zealand

Experience (years)

25

Karen is a Chartered Accountant with over 25 years' experience in finance and corporate services. She has been a part of the not-for-profit sector and community services for more than 8 years.

She is responsible for the financial management of all services provided by YMCA South Australia.

Finance

Our management systems allow for reliable, transparent, and accurate reporting – driving informed decision making.

Our Finance team incorporates:

- > CPA and CA qualified staff
- > Strict compliance with accounting standards
- > Thorough knowledge of statutory reporting
- > Extensive expertise in financial management of recreation and community programs and facilities
- > Comprehensive reporting and business analysis.

YMCA South Australia operates with a central team responsible for financial management, reporting, and governance. The Finance team also provides services in the following areas:

- > Accounts payable and receivable
- > Payroll
- > Management reporting
- > Support to centres and operational managers as required
- > Mitigation of financial risks through working closely with YMCA South Australia's Auditors – William Buck.

Michael Collins
Head of People & Risk



Qualifications/Training

- > Bachelor of Management (Human Resource Management), Certificate IV in Work Health & Safety, Return to Work Coordinator certificate, Internal Auditor (SAI Global)

Experience (years)

8

Michael is tertiary qualified HR Manager with experience in strategic and operational human resources within a diverse range of industries.

He is responsible for all people, risk and compliance facets of YMCA South Australia including employee relations, performance management, talent management, change management, auditing, work health and safety and injury management.

Work Health and Safety (WHS)

The People & Risk team ensures comprehensive risk management systems are in place and delivers processes that enable facilities to meet or exceed safety and industry standards and legislation. We have a:

- > WHS Management System aligned with Australian Standards 4801
- > A 15-strong Work, Health and Safety Team working across South Australian facilities and programs
- > Dedicated Head of People & Risk that ensures compliance and legislation requirements are met and that all relevant safety indicators are monitored
- > Strong safety culture and organisation commitment to safety
- > Risk profile identified and managed at local levels.

People and Culture

YMCA South Australia provides quality services that enable us to attract, develop, motivate, and retain a diverse workforce within a supportive work environment.

We do this by taking a partnership approach with an emphasis on consultation through open, two-way communication with staff. Our People & Risk team:

- > Maintains an Employee Collective Agreement
- > Includes experts that ensure ongoing organisational compliance with Industrial Relations legislation is maintained and who provide specialist support and advice
- > Delivers training and development programs to support managers in leading their teams at a local level. This includes the onboarding of new staff, and professional development plans to ensure everybody at the YMCA continues to develop and grow
- > Includes HR professionals that develop and maintains the resources and guidelines available on the YMCA extranet to support managers throughout the employment lifecycle of their people.

Devan Seamans
Head of Marketing
& Technology



Qualifications/Training

- > Degree in Business & Entrepreneurship – Major in Sport and Recreation, Master of Business Administration (MBA) – Major in Strategic Marketing

Experience (years)

10

Devan combines his past experience as Executive Director of a \$120 million recreation and community centre in North America, and the latest technology and digital marketing trends, to execute a customer-driven marketing and product strategy plan for YMCA South Australia.

Business Systems

We use quality business systems to provide robust 24/7 communication, information technology (IT) operating platforms and support to our partners.

Our experienced Business Systems Team provides comprehensive communications and technology solutions suited to local needs via:

- > Centrally managed business systems supported by robust back-end infrastructure with full disaster recovery capability
- > Security of data and data backups, reliability of service and timely information available to staff and Council
- > IT help desk and 24/7 support
- > A secure online working environment accessible across the state.

Membership and Customer Experience

We ensure that our products and services have a clear strategy that is customer and market driven with a strong focus on the YMCA and Council's reputation and to drive growth across program and product areas. Our Membership and Customer Experience team will:

- > Focus on building a consistent and replicable approach to programming excellence and product development
- > Monitor and drive program performance including trend analysis and benchmarking
- > Lead the integration / leveraging of cross sector programs and services
- > Monitor sales performance across memberships and key program areas.

Marketing and Communications

The YMCA has the expertise and resources to support the Hub in driving participation, awareness, and local community engagement through:

- > Research informed and data-driven approaches to local marketing and promotion
- > Central support enabling full use of the YMCA's digital assets including website infrastructure, communication system (email, SMS and direct mail), social media channels. This also extends to collectively purchased print material and in-house design functions
- > Analysis of live data and emerging trends, working to keep local centres fully utilised and delivering great value
- > Developing campaigns to promote Hub programs and events
- > Regional resources to ensure branding, marketing, and communications meet local needs and demographics and are in line with Council's branding guidelines.

Annalesia Hart
Chief of Staff



Qualifications/Training

- > Bachelor of Laws (Honours)
- > Graduate Certificate in Professional Legal Practice
- > Bachelor of Psychological Science (Currently Studying)

Experience (years)

7

Annalesia is a legal and HR professional versed in industrial law, contract negotiation, corporations law, and intellectual property. Annalesia has a background in providing practical advice to organisations to better manage their commercial and legal risks and maximise business objectives.

Marion Modra
Head of Community Strengthening



Qualifications/Training

- > Degree in Community Services

Experience (years)

25

Marion has 25 experience in community services, disability and youth development. She has held senior management portfolios across the community sector and has extensive experience in NDIS, Aged Care and Youth Development.

Governance and Legal

To ensure compliance with all relevant legislative and regulatory obligations, the YMCA has a dedicated governance and legal team which provides support to our partners.

- > Liaise with services on matters associated with policy development and review, including ensuring policies and procedures meet regulatory and legislative requirements, reflect best practice, and remain relevant.
- > Identify, instigate, and implement legal compliance programs
- > Develop and manage training programs to promote an understanding of YMCA South Australia’s legal rights and obligations and a culture of compliance
- > Manage the resolution of disputes with minimum impact to YMCA South Australia or contract partners
- > Develop and secure the legal intellectual property of programs and services
- > Identify and manage legal risks
- > Provide training, coaching, and support to staff and managers in relation to employee and industrial relations matters.

Community Development

YMCA South Australia has a dedicated Community Development team, delivering a broad range of community programs, NIDS approved programs, and services for disadvantaged and at-risk groups.

We will deliver community strengthening programs for the City of Mount Gambier in consultation and partnership with the key stakeholders, local community groups and social services.

There are also a number of support staff located at Head Office that provide support services in the areas of finance, payroll, accounts services, human resources, graphic design, and information technology.

Operating Approach

The Town of Walkerville can come to expect when partnering with YMCA South Australia.

Collaboration

Experience has taught us the best way to realise local government's vision for community is by taking a collaborative approach to strategic planning.

We are an active partner seeking to support long-term improvement in participation levels and wellbeing outcomes in the communities in which we serve.

Communication

A feature of all our projects is transparent communication and reporting. YMCA centre managers, supported by regional staff, have a strong focus on regular communication and updates, as well as engaging with local government in annual planning.

Building reputation

With an experienced team of marketing specialists and resources on hand, we can ensure the development of the local centre identity benefits from a high quality marketing strategy, campaign coordination and resource development.

In addition to this, co-branding builds community awareness of council's ownership of the facility and leverages the YMCA brand values to achieve the contract vision.

Optimising performance

The collective knowledge of our staff, our intellectual property and proven management systems has been developed over the past 170 years. It's this depth of experience that enables us to make sure every operation performs at industry-leading levels of efficiency.

We also use our national scale, centralised systems and high performing contract support team to benefit local operations.

Maximising participation

We bring a combination of successful YMCA developed programs, leading international programs, and specially tailored activities to meet the unique needs of the local community and to ensure the whole community can engage.

Communication campaigns, a member sales philosophy that concentrates on customer needs and a strong focus on retention further increases participation and also maximises the efficiency of the programs and facilities.

Effective financial management

We maximise the financial performance of our centres by making the best use of the facility, and by taking advantage of group and local purchasing, economies of scale and staff structures.

Each centre utilises an enterprise financial management system that allows for reliable finance management. Detailed reporting and transparency provides centre management and our local government partners a thorough understanding of the centre's performance.

Values based approach

We provide opportunities for all people to grow in body, mind and spirit. Our focus on creating healthier communities means that participation numbers and the sustainability of our programs and services are not just statistics, but measures of positive social impacts in the communities in which we serve.

Substantial size and scale

Our size, heritage, governance structure and track record gives our partners the confidence that we have a sustainable model that will be around for the long term.

We are able to leverage our local, national and international networks to gain access to research, industry trends and best practices to deliver the highest level of service at a local level.

In some instances we are able to access government grants – or even raise philanthropic funding – because of public trust and benevolent status.

Extensive industry expertise

We have experience in operating a range of facility types, sizes and ages both in metropolitan and regional areas. These have included the establishment of green field developments, management of established centres and regeneration of ageing facilities.

This means that we can add value to Council, not only through the new development itself, but also the wider sporting and community networks in the region.

Our relationships with peak industry bodies, State Government and health promotion organisations are of great assistance when it comes to funding, and program development and delivery.

Leading edge systems and resource management

We have extensive operational expertise and industry best practice processes with regular audits and compliance management ensuring high quality and consistent performance. Comprehensive risk and safety management systems and auditing processes ensures the safety of staff and patrons.

High-level asset management and maintenance systems ensure efficiency and longevity of all assets.

Our group purchasing power ensures we are able to realise savings from a range of suppliers. The collective buying power of the YMCA in Australia is substantial. We are present in more than 500 communities around the country, employ 14,000 staff, and service more than 28 million visitations each year. Having said that, we also seek to maximise opportunities for local suppliers in an approach that optimises cost efficiency and local economic and capacity development.

People and performance

It goes without saying that people are our most precious asset. To that end, we do all we can to attract quality, qualified and skilled industry professionals. Long-term opportunities, an unrivalled culture, and ongoing training help us retain them.

The YMCA talent pool is deep and each centre can draw on a skilled, experienced and diverse range of people as needs arise.

- *Details of the award, enterprise agreement, and/or local area workplace agreement, under which staff will be employed, and rates of pay, conditions, or allowances*

Employment agreement and terms

All YMCA staff (except Managers) are employed as part of our recreation management and children's services under the YMCA of South Australia Employee Collective Agreement (ECA). The Agreement outlines and details the terms and conditions of employment for YMCA staff and volunteers.

The YMCA of South Australia ECA is mapped annually to the Modern Awards and reviewed to ensure that the YMCA complies with its minimum employment obligations and is governed by an industrial instrument that is fair, relevant, and fit for purpose.

Approved by the Fair Work Commission, the Agreement covers industrial relations issues such as dispute settlement procedures, employee benefits and allowances, leave and public holidays, classifications and salary rates and annual increases.

The Centre Manager is employed under the YMCA South Australia – Manager Terms and Conditions of Employment.

We have provided copies of the above agreements and rates as follows. Please note, as per the Fair Work Commission announced increase to the national minimum wage for the 2021-22 financial year, a 1.75% increase will be applied to our recreation management services on 1 November 2021 and our children's services from 1 July 2022.

- > **Appendix 1** – Employee Collective Agreement
- > **Appendix 2** – Employee Collective Agreement Rates
- > **Appendix 3** – Manager's Agreement.

2 EMPLOYEES

Provide details.

Setting up for long term success

The YMCA recognise the opportunity that the site provides in providing greater community access and engagement, balanced with a financial return to Council.

The site is a potential game changer for the Town of Walkerville, creating useable facilities that meet community needs, promotes physical activity, while supporting the provision of a safe a supportive social environment for the community.

The YMCA have committed our most experienced, high performing, industry recognised leaders in supporting the partnership and embedding the facility into the community fabric, creating a true community hub.

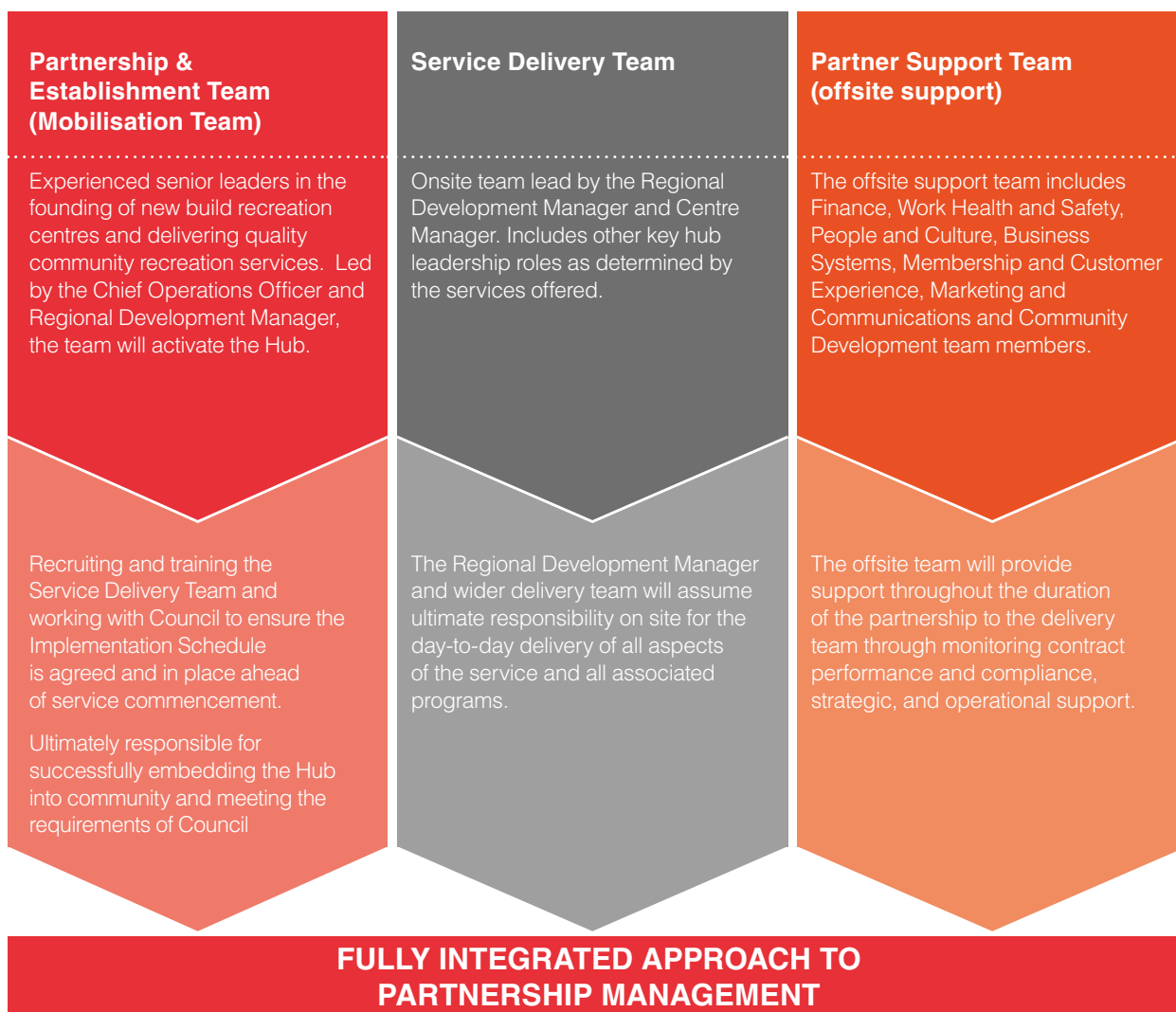
YMCA South Australia's key Partnership and Establishment Team will provide support to the Town of Walkerville and is led by the Chief Operations Officer, Andrew Mundy and Regional Development Manager – Craig Hortin, further details about Andrew and Craig are provided on the following pages.

Craig will play an ongoing role as part of the core Service Delivery Team providing management capability and leading operational excellence.

The YMCA have also profiled other key members of the Partnership and Establishment Team and their roles in the following pages.

A summary of how our teams will support the Town of Walkerville throughout the establishment period, ensuring the Hub's ongoing success is provided below.

Figure 6.3 - Summary of how our teams will support the Town of Walkerville throughout the transition in and delivery of the services



Partnership and Establishment Team



ANDREW MUNDY Chief Operations Officer

Andrew is ultimately responsible for the YMCA's recreation, facility management and children's services businesses which includes a portfolio of community assets worth \$150m, comprising of both Local and State Government owned assets across South Australia. Andrew will oversee the YMCA's performance, resourcing and support to the Town of Walkerville ensuring the Hub exceeds both Council and the community's requirements and expectations.

ABOUT ANDREW

In 2015, Andrew relocated with his young family from Wodonga in regional Victoria to Adelaide after being headhunted by YMCA South Australia. He has worked for the YMCA for almost 20 years and is passionate about the health and social benefits that recreation facilities bring to the community.

EXPERIENCE RELEVANT TO THE PARTNERSHIP

Sport & Recreation

Andrew has broad experience across the sector, having held centre management, regional management and strategic leadership positions previously in both South Australia and Victoria.

Andrew is accustomed to working alongside local government, effectively managing a diverse range of facilities and services comprising major aquatic and recreation venues, outdoor pools, skate parks, children's services, community hubs and youth services. This experience has highlighted the importance of a whole-of city, multi-facility approach to developing community wellbeing.

Facility Activation

Andrew has overseen a number of key community assets transition from greenfield sites to key community hubs including recent success at the \$22m Fleurieu Aquatic Centre in Victor Harbor and the \$21m St Clair Recreation Centre in Woodville.

Andrew is a customer focused, results driven professional whom works cooperatively in the development of community outcomes and the achievement of operational excellence.

Community Development

Co-creator of the YMCA's Victoria's Unearth program (alternative tourism) and runner up in the Social and community services Award for Leadership in the Not For Profit Nonexecutive Category.

Water Safety

Andrew is a member of the SA Water Safety Committee. The role of the Committee is to provide a forum to encourage communication between key stakeholders, both Government and non-Government and guide this State's response to water safety. He was the creator of a water safety program for parents and children from culturally and linguistically diverse communities in Albury / Wodonga.

Financial Management

Andrew is responsible for the achievement of business and financial plans for the YMCA having successfully grown the organisation's turnover from \$11m to \$22m in less than five years. His particular focus is on enhancing operational excellence across the organisation and its centres – ensuring the organisation meets performance expectations.



CRAIG HORTIN

Regional Development Manager

Craig will lead the establishment and mobilisation of the Walkerville Community Hub including stakeholder engagement, community consultation and staff recruitment and training. Craig will be available to Council for the duration of redevelopment, right through to business maturity providing operational advice ensuring the most effective and efficient business modelling and community outcomes.

ABOUT CRAIG

Growing up in regional Victoria on a dairy farm, Craig has firsthand experience how important aquatic and recreation facilities and programs are to the community, the role they play in bringing people together and the profound sense of ownership the community has to these valuable assets.

His family are embedded in community sport with his son playing district basketball and daughter an up and coming competitive gymnast.

EXPERIENCE RELEVANT TO THE PARTNERSHIP

Sport & Recreation

Craig is an accomplished sport and recreation leader with a 22-year career working for local government in Victoria, the not for profit sector with YMCA Victoria, and the last 7 years as a senior leader for YMCA South Australia as Regional Development Manager.

Overseeing an asset portfolio worth \$60m, comprising both metropolitan and regional multi-purpose aquatic and sporting facilities. Craig is proficient at working collaboratively with both local and state governments in the delivery of first class recreation facilities.

Based at The Parks Recreation & Sports Centre in Angle Park, Craig's portfolio of facilities includes the St Clair Recreation Centre and key regional facilities in Whyalla and Port Lincoln. Combined the services deliver \$5.3m of social value to their communities annually.

Health & Wellbeing

Craig has held positions on numerous national health and fitness taskforce and strategic development teams. Craig provides expert advice and guidance to the organisation on health and wellbeing programs, equipment and models this commitment through the various facilities and programs as part of his portfolio.

Over his career he has been fundamental in creating and supporting health and wellbeing programs that drive community outcomes working with likeminded groups including but not limited to:

- > Aboriginal Drug and Alcohol Council of SA – Indigenous Exercise Program
- > Corporate Health Management – Veterans Exercise Program
- > Islamic Society of South Australia – Swimming Program

Quality Accreditation

Craig, as project manager, was responsible for YMCA South Australia being the first organisation in the country to achieve 100 per cent compliance and achieve Fitness Australia's Quality Accreditation across all managed gym facilities.

Events

Craig is experienced in the coordination of key regional and state events including hosting the National Master Table Tennis Championships and the Australian Junior Basketball Country Cup which is the country's largest regional junior basketball competition where approximately 1,200 competitors from across Australia, New Zealand and Oceania compete.



DAVID PATERSON

Chief Executive Officer

David provides overall leadership to YMCA South Australia. He will collaborate with other community leaders in ensuring the Walkerville Community Hub realises its full impact potential, as an integrated part of the City strategy and greater ecosystem.

ABOUT DAVID

David brings high-level enterprise and community leadership skills, having enjoyed an international career in both the business and social fields. Even so, he has a strong affinity with South Australia, having grown up in Kadina. His wife works in career development with international migrants and university students. His eldest son is an officer in the Royal Australian Navy. His two other children are now internationally-accomplished musicians.

EXPERIENCE RELEVANT TO THE PARTNERSHIP

Sport & Recreation

CEO of YMCA South Australia. Former board director of YMCA Victoria (6 years). Strategy adviser to the SANFL, developing their current business plan.

Health & Wellbeing

Former senior executive of Medibank Private, where he was responsible for 3 million members and \$3 billion in revenues. This included a range of sport and health promotion initiatives, including running the Medibank International tennis tournament in Sydney, and a partnership with the AFL, including the AusKick program. At Medibank he successfully led a market turnaround that reversed five years of market share decline – achieving record levels membership, revenue and customer loyalty - at lower cost.

Community Development

Former Chief Innovation Officer of World Vision, the world's largest international community development NGO, with 40,000 staff working with more than 3000 rural and urban communities across 70 countries. He is also a Williamson Community Leadership Fellow.

As a strategic adviser David has been engaged by the City of Adelaide on a range of projects including, for example: facilitating the city's 2040 vision development process; advising on the Adelaide Smart City Strategy; reviewing the Council's City Growth & Investment Strategy; and reviewing the strategy for the Adelaide Central Market Authority.

Stakeholder Consultation

Extensive experience in a broad range of contexts. This includes, for example, co-facilitating an international consultation at the United Nations on the future of the humanitarian sector. On behalf of the SA Premier, David led a consultation with 230 of the State's key leaders from across the business, public service, community and university spheres. Recently he led the consultation to develop the future vision and identity for the Adelaide Riverbank Precinct, which incorporates many of SA's key institutions – and has seen \$7 billion in development over recent years.

City & Regional Development

Strategic adviser on various economic development initiatives, including for: various SA Government departments, the Adelaide City Council, Adelaide Central Market, RAA and University of South Australia. David was also a founding board member of the Committee for Adelaide Inc.

Entrepreneurship

Former Professor of Innovation & Enterprise at UniSA, designing a new honours degree for emerging social innovators. He developed the strategies for two key entrepreneurship hubs - Hub Adelaide and the St Paul's Creative Centre. On behalf of the Capital City Committee he developed the strategy for retaining young entrepreneurs in South Australia. He has also been advising the Department for Education on the implementation of the Entrepreneurial Learning Strategy in the public high school system.

Youth Empowerment

A co-founder of The Bridge Project, a ground-breaking YMCA Victoria initiative working with juvenile offenders. This successfully reduced the recidivism rate from more than 50% to around 3% over its first 10 years and 3000 participants. This has received the Australian Crime Prevention Award.



KOMALA CHAMPION

Head of Children's Services

Komala is responsible for the YMCA Children's Services business which includes a portfolio of twenty-three (23) Out of School Hours Care services and two (2) Early Learning and Care centres that will open in January 2022. In addition, Komala is YMCA South Australia's Child Protection Officer.

ABOUT KOMALA

In 2015, Komala moved from the health and aged care sector and moved to the YMCA to manage the Children's Services portfolio. She has worked for the YMCA for almost 6 years and is dedicated to providing safe and happy places for children to thrive.

EXPERIENCE RELEVANT TO THE PARTNERSHIP

Operational Management

Komala has 19 years' experience in senior management positions within the health care, aged care, community and children's services sectors.

Komala brings skills in people management, compliance and regulation, contract management, change management and contract partnerships. She is passionate about upskilling people and teams to work effectively within their communities creating the best possible environment for the children within our care.

Out of School Hours Care

Komala has seen the growth in the number of out of school hours care services from 6 to 23 in the last 3 years. This growth is the result of strong partnerships with school leaders and their communities and a strong focus on quality of care.

A drive to ensure that each service is unique in the way it supports and integrates the OSHC, School and community is the philosophy that Komala works by allowing the children to grow and flourish.

Early Learning and Care

Komala has worked as part of the successful consortium for the two new Birth to 12 schools in Aldinga and Angle Vale to design, develop and run the Early Learning and Care services. This partnership commenced at the tender stage and continues throughout the design, building, regulation and operational development of the project.

Safeguarding Children

Komala manages YMCA SA's Safeguarding Children program and has successfully led the organisation through two full accreditations with the Australia Childhood Foundation. This accreditation allows our customers, families and communities feel assured that our organisation processes, policies and systems all work together to keep our most vulnerable safe.

Specialised Vacation Care Program

Komala's relationships with Department of Child Protection, Department of Human Services and Department of Education was enacted as a formal partnership during the COVID-19 lockdown period. This partnership resulted in a Vacation Care program for vulnerable youth providing support, programs and meals for 12 – 15 year old children across our recreation, children's services and community strengthening departments.



DEVAN SEAMANS

Head of Marketing & Technology

Devan oversees the delivery of an exceptional customer experience, working with a team to apply the latest technology and marketing innovations to the Walkerville Community Hub. Devan will lead the areas of community engagement, new services / products, experience design, and online platforms and communications.

ABOUT DEVAN

Devan is originally from Calgary, Canada, where he completed a degree in Business & Entrepreneurship, majoring in Sport and Recreation. After holding several management roles within recreation centres, Devan moved to Australia and completed a Masters of Business Administration. Devan worked with the YMCA in Calgary and has worked with YMCA South Australia for five years.

With a young family of his own, Devan is passionate about making YMCA's and their programs and services aligned to the modern-day family. Using innovation, technology, and out of the box thinking, Devan is making YMCA-managed Centres more accessible, relevant and attractive to all family members.

EXPERIENCE RELEVANT TO THE PARTNERSHIP

Sport & Recreation

Devan served as Executive Director of a major multi-function recreational and community complex – opening the newly-built \$120 million Genesis Centre of Community Wellness in Calgary, Canada.

The centre provides an integrated hub addressing the community's fitness, sport, cultural and educational needs. Devan was responsible for ensuring the facility was financially sustainable (turning a \$300,000 loss into a \$700,000 surplus), managing to a 25+25 year operating agreement with the City of Calgary.

Devan also played a significant role in the design and construction of a \$13 million expansion two years after the main complex opened. The expansion included an innovative fieldhouse design to host traditional stadium sports as well as the ability to be converted into a special events venue capable of hosting everything from concerts, to international competitions, to large cultural festivals and dinners.

Technology

Devan has driven digital adoption with the YMCA, implementing a range of initiatives including launching the YMCA SA App, adoption of the MyWellness platform to host member onboarding and consultations, online membership sales and swim lesson enrolments, and development of nine centre specific websites.

Product / Service Development

In addition to redesigning the YMCA membership structure to be more simplistic, competitive and 'whole of centre', Devan instigated several significant member initiatives including reciprocal rights and (free) child memberships. These two initiatives effectively link the community assets of seven local governments and the State Government, unlocking the collective strength of a wider portfolio of facilities.

Marketing

Devan's MBA specialised in Strategic Marketing, and he has been applying his knowledge and experience in marketing recreation services for over a decade. Devan provides marketing support and strategic advice to all recreation centres, working with Centre Managers and site staff to create and implement their local area marketing plans. With the support of a talented creative team, everything from memberships to small local site initiatives are professionally marketed in digital and offline mediums.

Customer Experience

Throughout his career, Devan has always been passionate about placing the customer at the core of designing programs, services and processes, always pushing to deliver the best possible customer experience. One example of this was implementing a cloud-based NPS (Net Promotor Score) solution which integrated with the existing member database enabling the vital metric of NPS to be reviewed and tracked across all sites, every month of the year.

Partner Support Team

Together, Andrew and Craig will lead a team of dedicated specialists comprising the Partner Support Team who will support the staff on the ground.

As noted previously within this section, our Partner Support Team provides expertise in the areas of Finance, Work Health and Safety, People and Culture, Business Systems, Membership and Customer Experience, Marketing and Communications and Community Development.

The Partner Support Team is committed to the implementation of robust systems and ensures the Walkerville Community Hub is managed and operated with the organisation's full scope of support. This team:

- > Monitors partnership performance, compliance and delivery of Council's goals
- > Provides both strategic and operational support in the form of advice, shared resources, training and networking
- > Provides a full integrated approach to facility management.

Service Delivery Team

YMCA South Australia will develop a specific staffing structure for the onsite management to fully realise the potential of the Walkerville Community Hub once the components of the services to be provided are agreed with Council.

Good quality staff are essential to the smooth and successful running of a facility. YMCA South Australia has very strong human resources processes, from selection, induction, training, all the way through to professional development and performance management.

The YMCA have a preference to employ local staff from the Town of Walkerville area – these are the people who can best support the community, and also provides excellent local employment opportunities and careers.

Supported by the People & Risk team, the YMCA would undertake:

- > Position vacancy analysis, including review and creation of position descriptions and salary/wage
- > Assessment and recommendation of appropriate vacancy advertising channels, with a focus on internal career pathway development and external advertising targeting the local community
- > Advice and support throughout the selection process, including guidance around gender balanced selection panels, tailored interview guides, targeted reference checking
- > Provision of mandatory recruitment and selection training for leaders, targeting value add capabilities, such as interview skills, to ensure a fair and effective process.

Pivotal to the YMCA's success is the role of Centre Manager who will be responsible for achieving excellence across all services areas of the Hub including growth in operational performance. A key responsibility will be to work in partnership with the Town of Walkerville Council, user groups, key stakeholders, and the community to provide recreation and social connection opportunities.

The Centre Manager will be highly visible in the local community, forming strong relationships and partnerships.

With a highly developed recruitment, selection, training, development and management processes, we are able to attract, retain, and nurture local leadership and service delivery professionals.

YMCA South Australia brings a proven people and culture management system to Walkerville Community Hub. Our comprehensive people and culture structures, systems and policies are the foundation of our highly skilled, motivated and valued workforce.



Staff qualifications and experience

The following table outlines a sample of the minimum requirements for positions that may be recruited and filled for the Walkerville Community Hub. The final structure will be determined by the scope of services.

Table 6.1 – Minimum staff qualifications and experience

Role	Qualifications/Training	Experience
Regional Development Manager	<ul style="list-style-type: none"> > Relevant Tertiary Qualification in recreation or equivalent > Pool Operators Certificate > Provide First Aid HLTAID003 	15 years
Centre Manager	<ul style="list-style-type: none"> > Relevant Tertiary Qualification in recreation or equivalent > Pool Operators Certificate > Provide First Aid HLTAID003 	5 years
Customer Experience Coordinator	<ul style="list-style-type: none"> > Customer Service/Business/Administration qualification > Food Handlers Certificate > Provide First Aid HLTAID003 	3 years
Swimming Lessons Coordinator	<ul style="list-style-type: none"> > AUSTSWIM Teacher of Swimming and Water Safety or equivalent > Provide First Aid HLTAID003 	3 years
Stadium Sports Coordinator	<ul style="list-style-type: none"> > Relevant Tertiary Qualifications in Sport and Recreation > Provide First Aid HLTAID003 > Pool Operators Certificate > Pool Lifeguard Certificate 	3 years
Customer Service / Café Staff	<ul style="list-style-type: none"> > Customer Service Training > Food Handlers Certificate 	No minimum experience pre-requisite for the position
Exercise Physiologists	<ul style="list-style-type: none"> > Relevant Tertiary Qualification > Exercise and Sports Science Australia Accreditation > Provide First Aid HLTAID003 	
Gymnastics Coaches	<ul style="list-style-type: none"> > Gym Sport Coaching Accreditation 	
Cleaners	<ul style="list-style-type: none"> > Provide First Aid HLTAID003 	
Program Staff (e.g. Birthday Party & Stadium Sports)	<ul style="list-style-type: none"> > Program specific 	

It is YMCA South Australia's organisational policy to ensure that all staff holds the following qualifications:

- > Working with Children Check (prior to commencement)
- > National Police Certificate (prior to commencement)
- > Child-Safe Environments (Reporting Abuse and Neglect) Certificate
- > HLTCP201A Perform CPR or equivalent
- > Centre specific Emergency Management training.

3 OTHER DETAILS

(e.g. specific plant & equipment, vehicles)

YMCA South Australia has extensive experience in the consultation and design of recreation, early learning centres and community centres. In addition, we would utilise our expertise, and that of our partners to determine furniture, fittings and equipment requirements (FF&E). The YMCA has strong recent experience in fitting out new recreation centres such as the Fleurieu Aquatic Centre and St Clair Recreation Centre.

4 FACILITIES

Provide details.

The following (overleaf) is an overview of the current recreation and community centres in which YMCA South Australia provides services in partnership with Local and/or State Government. These services are provided via lease or management agreements. In addition, the YMCA operates 23 Outside of School Hours (OSHC) services across South Australia, and will open 2 early learning centres in early 2022.

Current Contracts

Table 6.2 – Current contracts of YMCA South Australia

Local Government Partner	Facility Name	Services Provided	Years of Service
Alexandrina Council	Strathalbyn Swimming Pool	50 Metre Pool, Toddler Pool, Swim Lessons	9
Alexandrina Council & City of Victor Harbor	Fleurieu Aquatic Centre	25 Metre Pool, Hydrotherapy Pool, Toddler Pool, Swim Lessons, Health Club, Group Fitness, KidsClub	4
Clare & Gilbert Valleys Council	The Valleys Lifestyle Centre	Health Club, Group Fitness Studio, Hydrotherapy Pool, Outdoor Pools, KidsClub, 1 Court Stadium	4
	Riverton Outdoor Pool	25 Metre Pool, Toddlers Pool	4
City of Holdfast Bay	Holdfast Bay Community Centre	Fitness Classes, Social Programs, Education Programs, Youth Development Programs	5
City of Marion	YMCA Gymnastics Glengowrie	Gymnastics	10
	Marion Leisure & Fitness Centre	Health Club, Group Fitness Studio, KidsClub, 3 Court Sports Stadium, Wellness Centre	6
City of Port Lincoln	Port Lincoln Leisure Centre	Health Club, 2 Court Sports Stadium, Group Fitness, Indoor Pools, Slide	4
Whyalla City Council	Whyalla Health & Leisure Centre	Health Club, Group Fitness Studio, KidsClub, 2 Court Sports Stadium, Gymnastics Stadium, Indoor Pools, Spa and Sauna	11
Government of South Australia	The Parks Sports & Recreation Centre	Health Club, Group Fitness Studio, Group Training Studio, KidsClub, 2 Court Sports Stadium, Indoor Pools	7
City of Charles Sturt	St Clair Recreation Centre	Health Club, Group Fitness Studio, Group Training Studio, 6 Court Sports Stadium, Skating Rink	3
Regional Council of Goyder	Burra Swimming Pool	25 Metre Pool	2

SCHEDULE 7 EXPERIENCE

The YMCA is the nation’s largest and most experienced manager and activator of local government recreation and community facilities. To say that our experience runs deep would be something of an understatement. All around the world “the Y” has been known as the welcoming place in which everybody from the neighbourhood can gather to get fit, swim, play sport, socialise or learn a new skill. In fact we’ve been doing this for 177 years. We are the original, and still, the best.

The YMCA not only runs activities like basketball and group swimming lessons at these recreation centres. We invented them! Ditto for volleyball, futsal, racquetball, life guards, youth work, summer camps and many other activities. It can’t go any deeper, or be more authentic, than that.

Another remarkable characteristic of the Y its ability to adapt. Both to global events and trends (from pandemics to new technology), and to the changing needs of each local community it is part of. Hence today, despite our long history, we are a modern and innovative provider serving the contemporary needs of the community. This continues to be recognised both through the awards we receive and the unrivalled satisfaction of those who participate in a YMCA-run centre or program.

YMCA in Australia 2019/20



TURNOVER

\$462,937,471



ASSETS MANAGED

\$432,794,308



OVERALL PARTICIPATION

22.4 million



NUMBER OF SITES
ACROSS AUSTRALIA

594



13,411

STAFF

(includes over 8,000 young people)



1,116

VOLUNTEERS

YMCA Recreation in Australia 2019/20



99,226

GYM MEMBERS

(7.3 million visits)



68

^{23 dry}
^{45 multi/aquatic}

HEALTH & FITNESS CENTRES



78,945

SWIM LESSON STUDENTS

(2.8 million participations)





4.4 million

SPORT AND REC
PARTICIPANTS





Angle Vale 

Munno Para West 

Craigmore 
One Tree Hill 






Salisbury East 

Para Hills West 
Para Hills 

Woodville Gardens 
Woodville 
Woodville Park 
Angle Park 
Prospect 
Newton 

YMCA SA
HEAD OFFICE 

Unley 

Glengowrie 
Morphettville 
Hove 
Westbourne Park 
Mitcham 

ADELAIDE 
Strathalbyn 
Victor Harbor 



West Aberfoyle Park 

Reynella 

Morphett Vale 

Millicent 
Mt Gambier 

Seaford 

Aldinga 

YMCA OPERATIONS ACROSS SOUTH AUSTRALIA

LEGEND

-  Recreation Centres
-  OSHC
-  ELC (opening in Jan 2022)
-  Outdoor Pools
-  Community Centres
-  Head Office

YMCA South Australia has been providing recreation and community services similar to those proposed at the Walkerville Community Hub for the past 30 years.

Local to South Australia

Despite its vast international reach and national impact, the YMCA in South Australia remains intimately local. In every community we serve in South Australia, we adapt and shape our offering to be relevant and serve the needs of the local area.

The YMCA has grown substantially in South Australia over the last decade. Much of the growth is attributed to the delivery of community-based programs, outside school hours care (OSHC), and a growing list of recreation centres and pools.

Over this time the YMCA has built a reputation as a trusted partner for government with a proven ability to professionally manage community assets and deliver impactful programs. Our extensive partnerships with likeminded organisations allow us to build healthier, happier communities through the provision of health and wellbeing programs that promote community connection, education and development.

2 million
visits to
YMCA Centres
in South Australia
every year

Feedback from our partners tells us they appreciate that:

- > The YMCA is not for profit and located in South Australia. In contrast to other providers, all surpluses from operations are reinvested in our mission, across the South Australian communities we partner with.
- > The YMCA operates beyond the four walls of the centre, listening to community feedback to addressing gaps in physical activity and wellness programs.
- > The YMCA brings a suite of community programs and like-minded organisations to every community they partner with.
- > The YMCA embeds itself within the community, building local connections and partnerships.

Stronger Together

As one of South Australia’s oldest organisations, we’ve developed many strategic partnerships along the way. The YMCA brings these connections to every community it works with, leveraging an extensive network of partners to ensure the best possible programs and community outcomes.

YMCA South Australia’s partners include:

GOVERNMENT & INDUSTRY



LOCAL GOVERNMENT PARTNERS



COMMERCIAL PARTNERS



COMMUNITY SERVICE PARTNERS



YMCA SOUTH AUSTRALIA 2019/20 HIGHLIGHTS



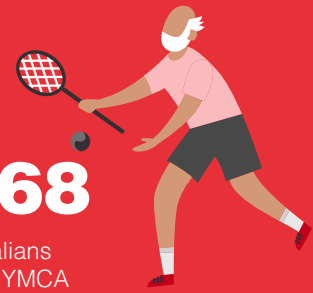
7,351

Members at the YMCA



105,068

Older South Australians participated at the YMCA



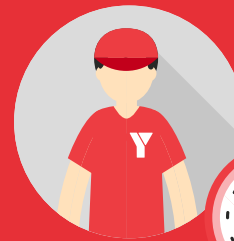
356,086

Participants in YMCA sporting competitions



1,315,084

Visits to YMCAs in South Australia*



675

Staff and Volunteers at the YMCA



8,217

Volunteer hours at the YMCA

160,550

Participants in a YMCA OSHC program



59,532

Children in a YMCA Swimming Lesson

1,509



Families supported in YMCA OSHC programs

24,588



Participants in a YMCA Gymnastics class



1,065

Children had a camping experience with the YMCA

*2019/20 visitations reflect the impact of Covid-19.



To explore more of our 2019/2020 highlights, view our latest annual report.

1 PAST PERFORMANCE

Please provide three examples of similar previous and relevant projects, and the relevant project teams for each project?

The Parks Recreation & Sports Centre Government of South Australia



Value of Services (GST Exclusive)	\$2.6m (GST exclusive)	Period of Service Delivery	1 st December 2013 - Current
Brief Description of Service	Following a \$24m redevelopment in 2013, the centre now boasts modern facilities including an indoor 25 metre pool and learn to swim pool, splash park, two court stadium, kidsclub, group fitness studio's, functional training zone and fully equipped health club, that supports more than 1,400 members and 800 swim lesson enrolments. There are also two separate theatre buildings with a total seating capacity of over 300 people.		
Relevant Project Teams	Craig Hortin, who is proposed as a key member of the Partnership and Establishment Team for the Walkerville Community Hub was the initial transition / implementation manager for the YMCA during the redevelopment, and to this day is primarily responsible for the management and on site operation. Craig was responsible for informing design elements and procuring more than \$1 million of equipment.		



View The Parks Recreation & Sports Centre website here: parksrsc.ymca.org.au

What has YMCA achieved?

Since the opening on 16th December 2013, The Parks has seen steady growth across key business driver's memberships, peaking at 1,528 and swimming lessons peaking at 870.

With any start up facility it is important to see consistent, ongoing growth in participation, community engagement, and facility utilisation. Highlights to date include:

- > Memberships have seen an average annualised growth of 30% per year over the last three years
- > Income has increased by over \$700k (69%) per annum since opening
- > Participation has grown over 80% and continues to grow at an average annualised rate of 21% per annum
- > Customer Satisfaction Surveys (NPS) is averaging 67.5
- > Stadium 'Peak' time occupancy is currently 94%.



\$232k favourable result to budget



Membership growth of 30% per annum



Income increase of over 69% per annum



Customer satisfaction average 67.5

Due to the performance of the first four years of operation, we have successfully had our contract extended for a further five years



Marion Leisure & Recreation Centre & Glengowrie Recreation Centre City of Marion



Value of Services (GST Exclusive)	\$1.3m combined (GST exclusive)	Period of Service Delivery	20 th February 2015 – current
Brief Description of Service	<p>Marion Leisure & Recreation Centre</p> <p>The Marion Leisure & Fitness Centre is a key community hub servicing the health and fitness needs of more than 600 members with annual visitation in excess of 100,000 direct visits. The gym has a focus on older adults’ programming tailored to improving the fitness, strength and balance for the over 60’s.</p> <p>The multi-purpose 3 court sports stadium features competition level sports such as basketball, volleyball, futsal and netball with a mix of YMCA delivered programs and sporting association / club delivered programs. The centre is also home to Gymnastics South Australia.</p> <p>The centre’s diverse offering is evident with a dedicated youth space upstairs that houses the YMCA’s camping and youth empowerment team. Relationships Australia South Australia offers Flexible Learning Options (FLO) programs and Whitelion provides case management from the youth space. The City of Marion’s Youth Collective Committee also use the area for committee meetings.</p>		
Relevant Project Teams	<p>The centre previously operated under a management agreement with the City of Marion but in 2015 moved to a lease model. The YMCA’s current lease with the City of Marion extends to 2026. Andrew Mundy has been the key partner to Council since commencement and the YMCA’s approach to partnership has seen joint capital investment to the benefit of the local community. Andrew will ultimately be responsible for ensuring the success of the Walkerville Community Hub.</p>		

WWW

View the Marion Leisure & Fitness Centre website here: marionleisure.ymca.org.au



<p>Brief Description of Service</p>	<p>Glengowrie Recreation Centre</p> <p>The YMCA has been part of the Glengowrie community for more than 60 years delivering gymnastics programs to approximately 700 children each week. YMCA Gymnastics offers recreational and competitive gymnastics and trampoline classes for children and teens of all skill levels.</p> <p>The focus is on basic developmental stages (including balance, coordination, flexibility and strength), preparing the body, mind and spirit for many challenges in life. This adaptable approach means a rewarding gymnastics pathway for a variety of ages and abilities, instilling important life skills such as of confidence, coordination, creativity and discipline..</p>
<p>Relevant Project Teams</p>	<p>Although not profiled in Schedule 6, Haydn Bellamy, YMCA Regional Development Manager who oversees gymnastics for YMCA South Australia will play a key part of the proposed gymnastics component of the Walkerville Community Hub.</p> <p>Prior to joining the YMCA, Haydn served as the State Director of Gymnastics SA for 12 years, coordinating some 70 clubs across South Australia, and overseeing the growth of the sport to more than 17,000 participants.</p>



View the **Glengowrie Recreation Centre** website here: sa.ymca.org.au/glengowrie

St Clair Recreation Centre City of Charles Sturt



Value of Services (GST Exclusive)	\$1.7m (GST exclusive)	Period of Service Delivery	4 th November 2018 - Current
Brief Description of Service	<p>The St Clair Recreation Centre is a newly built \$21m multi-purpose recreational facility built in the suburb of Woodville, Adelaide. At 9,000m², it is Adelaide’s largest indoor sporting complex featuring a six-court indoor sports stadium with a dedicated skating rink, 300m² 24/7 Gymnasium, café and a fully licenced function centre inclusive of a commercial kitchen.</p> <p>After an extensive construction and tender process, the YMCA was awarded the contract and commenced management in September 2018 with the facility officially opening to the community on the 19th of November 2018.</p>		
Relevant Project Teams	<p>Devan Seamans, YMCA’s Head of Marketing & Technology, was responsible for the design and execution of a marketing and branding strategy leading in to the opening for the St Clair Recreation Centre. Devan’s expertise in community engagement, experience design, online platforms and communications was vital ensuring the critical implementation period.</p> <p>Devan will be a key member of the Partnership and Establishment Team that ensures the Walkerville Community Hub captures the hearts and minds of the community.</p>		



View the St Clair Recreation Centre website here: stclair.ymca.org.au

What has YMCA achieved?

Understanding the importance of generating gym membership revenue from day one, we deployed an extensive integrated pre-sale marketing campaign including media releases and coverage in local and major newspapers, 15,000+ mailbox drop, large-scale roadside banners, and digital advertising (social media, Adwords, SEO).

To facilitate pre-sales, we established a centre website within five weeks of winning the tender. Within three weeks 200 memberships were sold (pre-sale target). A secondary pre-sale offer was then launched up to centre opening, resulting in over 300 members at open.

In addition to consulting on construction and coordinating the marketing campaign, the YMCA was also working hard to engage key stakeholders in the months leading up to centre opening.

We proactively approached the Department for Education (Woodville High School), Basketball SA, and commenced a partnership with Westside Basketball Association for the delivery of all junior basketball programs. These negotiations, agreements and conversations were pivotal in the successful and seamless launch of the facility.

Construction delays and a few unforeseen challenges demonstrated the YMCA's ability to adapt seamlessly to changing circumstances. In just over two months, before the centre even opened its doors, the YMCA demonstrated its value as a contract partner, exceeding both budget and Council's expectations.

The success at the St Clair Recreation Centre to date is a direct result of the YMCA's systems, policies, understanding and experience in not only mobilising new facilities and programs but engaging staff and user groups on behalf of our partners to achieve mutual goals.



\$24k favourable
FY19 financial performance



275,640 direct paid visits in the first year of operation

Highlights in the initial eighteen months of operation include:

- > Membership peaking at 717 members; currently 212 (54%) above budget expectations
- > 141 registered sports teams
- > Successful coordination and hosting of a 200 team basketball competition three weeks after centre opening
- > Launch of the Active Adult membership, a program created exclusively for older adults (60Y+)
- > Engagement of key user groups to see a stadium occupancy level of 95% across peak periods
- > Partnership with Westside Basketball Association which will see a collaborative approach for the delivery of school's basketball, Aussie Hoops programs, tournaments and disadvantaged groups programs including the Aboriginal Basketball Academy
- > Successful negotiations with the Salvation Army Church Basketball competition to relocate a strong 40 competitions to the St Clair Recreation Centre
- > Successfully hosted the 2019 National Masters Table Tennis Competition
- > Food and beverage sales have exceeded expectations by 62%.

**Functions & Events**

The function rooms at the St Clair Recreation Centre accommodate 150 seated guests and can be divided into two separate rooms with a full commercial kitchen and bar facilities. This licenced facility has hosted birthday parties, corporate events, social gatherings and fundraisers.

The YMCA has been able to activate this space during sporting events working with community groups to design and deliver menu options that drive and deliver a successful dining experience. Food and beverage sales have exceeded budget expectations by 62% YTD which highlights our ability to deliver other passive income streams within the facilities we manage.

SCHEDULE 8

PROPOSAL -

IMPROVEMENT AND

INNOVATION

Provide full details of your proposed use and development of the site; including ideas and systems that are proposed for improvement performance and use of the site.

The facility will be utilised for community recreation, education and social purposes. In addition to the detail outlined in the introduction of the response we will provide and develop the following:

- > Community partnerships – We will seek to engage with local community groups to maximise the utilisation of the facility and the scope of services that can be offered. In addition, we have a range of existing relationships covering State Sporting Organisations, government / catholic and independent schools, disability service providers, special needs program providers and other organisations that we can leverage for the benefit of programs at the facility
- > Program innovation is part of our DNA, as the organisation that invented Basketball, Volleyball and initiated Fathers Day, we seek to create new programs that meet the specific needs of our local communities
- > Our processes include comprehensive Work Health and Safety processes and culture that ensure the safe operation of programs and the protection of children, young and vulnerable people to make which will ensure our programs at the venue are both safe and inclusive for all participants
- > As a licensed provider of Child Care Services in South Australia, we are ideally placed with the capability and regulatory understanding to provide early learning services from the site.

APPENDICES

Appendix 1 – Employee Collective Agreement

Appendix 2 – Employee Collective Agreement Rates

Appendix 3 – Manager's Agreement

YMCA Employee Collective Agreement

Agreement Nbr 06291603
30/6/2006

YMCAs OF SOUTH AUSTRALIA EMPLOYEE COLLECTIVE AGREEMENT

This Agreement shall come into force on and from 1st July, 2006 and have a life extending for a period of thirty six (36) months therefrom.

Reference : 5793RC.AGR

YMCAs OF SOUTH AUSTRALIA EMPLOYEE COLLECTIVE AGREEMENT (2006)

This Industrial Agreement is an employee collective agreement made in accord with Part 8 of the Workplace Relations Act, thisday of2006 between Young Men's Christian Association of Port Pirie Incorporated, Young Men's Christian Association of South Australia Incorporated, YMCA of South Australia Youth and Family Services Incorporated, Young Men's Christian Association of the Inner North East of Adelaide Incorporated, (hereinafter called "YMCAs") and their employees who are employed pursuant to the Health Recreation and Fitness Award, Child Care Workers' Award, Clerks (SA) Award, and Caretakers and Cleaners Award.

1. INTRODUCTION

1.1 TITLE

This Agreement shall be known as the YMCAs of South Australia Employee Collective Agreement.

1.2 ARRANGEMENT

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1.3 APPLICATION

This Agreement will apply at all the sites in South Australia of the following: Young Men's Christian Association of Port Pirie Incorporated, Young Men's Christian Association of South Australia Incorporated, YMCA of South Australia Youth and Family Services Incorporated, Young Men's Christian Association of the Inner North East of Adelaide Incorporated and excludes in total the operations of the following Awards:-

- Health, Recreation and Fitness Award
- Child Care Award
- Clerks (SA) Award
- Caretakers and Cleaners Award

and in particular this Agreement excludes clauses in those awards on the following matters:

- Rest breaks
- Incentive-based payments and bonuses
- Annual leave loadings
- Observance of days declared as public holidays in South Australia
- Days to substituted for, or a procedure for substituting days declared as public holidays in South Australia

Monetary allowances for expenses incurred in the course of employment, responsibilities or skills that are not taken into account in rates of pay, disabilities associated with the performance of particular tasks or work in particular conditions or locations.

Loadings for working overtime or for shift work

Penalty rates

Outworker conditions.

This agreement also supercedes the Barossa Recreation and Fitness Centre Enterprise Agreement (NO.3) 2001

1.4 PARTIES BOUND

This Employee Collective Agreement shall be binding on Young Men's Christian Association of Port Pirie Incorporated, Young Men's Christian Association of South Australia Incorporated, YMCA of South Australia Family and Youth Services Incorporated, Young Men's Christian Association of the Inner North East of Adelaide Incorporated, and the group of employees whose contract of employment is otherwise covered by the terms and conditions of the following Awards:-

- Health Recreation and Fitness Award
- Child Care Award
- Clerks (SA) Award
- Caretakers and Cleaners Award

This agreement shall not apply to:-

- Staff directly responsible to a Board of Directors of Young Men's Christian Association of Port Pirie Incorporated, Young Men's Christian Association of South Australia Incorporated, YMCA of South Australia Family and Youth Services Incorporated, Young Men's Christian Association of the Inner North East of Adelaide Incorporated;
 - Chief Executive Officer – YMCA of South Australia Inc.
 - Executive Officer – YMCA of Inner North East of Adelaide Inc.
 - Executive Officer – YMCA of Port Pirie Inc.
- Staff employed under specific executive positions, and as listed in Appendix 1
- Trainees under Government Labour Market Programs
- YMCA Volunteers.

1.5 DURATION

This Agreement shall commence from the first full pay period commencing on or after 1st July, 2006 and will remain in force for a period of three years expiring on 30th June, 2009 Without limiting the statutory rights of the parties it is intended that upon expiry this agreement will be replaced with another Employee Collective Agreement.

1.6 NO REDUCTION OF WAGES

No existing employee shall suffer any reduction in the base rate of pay by virtue of the coming into operation of this Agreement.

1.7 OBJECTIVES AND SINGLE BARGAINING UNIT

The parties recognise that the present economic environment, competitive pressures and reduced availability of government funding requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the organisation. This Agreement provides the vehicle for this to occur with gains to the organisations, the employees and the clients. Such gains may be generated either at the enterprise level or at centre level

Accordingly, it is the objective of the, parties to this Agreement to implement measures which will enhance the provision of recreational services within the respective communities and provide for more flexible working arrangements, improve the efficiency and productivity in the operations, enhance skills and job satisfaction, and assist positively to ensure that the respective organisation becomes a more efficient organisation

The parties are committed to these objectives through a process involving open consultation with staff and full employee participation through the operation of a Single Bargaining Unit. The parties recognise the benefits of suitable consultative and participative measures in the development of a culture aimed at continuous improvement.

The Single Bargaining Unit will formally convene at least twice (2) per annum to develop and/or monitor productivity gains continuous improvement and cultural change. It will comprise at least one (1) representative from each of the YMCA's and a cross section of employee groupings ie: Centre Managers, Head Office, Fitness and Child Care. There is a power to co-opt other personnel for specific projects.

During the first twelve (12) months of the operation of this agreement the parties will meet to re structure the salary classifications schedule along agreed functional categories ie: Administration, Centre Operations Aquatics etc.

2. SALARIES AND ALLOWANCES

2.1 SALARIES

Salaries will be paid in accordance with Schedule 1, 1A or Schedule 2 whichever is applicable.

2.2 CLASSIFICATION OF EMPLOYEES

Upon recruitment new employees of the YMCAs will be classified in accordance with Schedule's 3, 4, 4A and 5 of this agreement.

2.3 PAYMENT OF WAGES

Wages are to be paid fortnightly, or as otherwise agreed, in arrears into an Account with a Financial Institution nominated by the employee.

2.4 HIGHER DUTIES

Any employee required by the employer to perform all or substantially all the duties of a higher position for five days or more shall be paid at a higher rate of pay appropriate to the position.

2.5 EMPLOYEE USING OWN TRANSPORT

Employees required to use their own private vehicle on necessary Association business will be reimbursed for travel in accordance with rates set from time to time by the Australian Taxation Office provided that such travel is authorised prior to it occurring and that a log book of travel is submitted.

2.6 MEAL ALLOWANCE

Any employee who is required to work overtime of not less than two hours shall be paid a meal allowance of \$8.00 per meal.

Employees who are required to eat a meal when working overtime, or on a rostered shift, the employer will provide facilities for preparation and consumption of food. The employer will ensure there are adequate supplies of water for use by employees.

2.7 STAFF CLOTHING

Each Association will have a Staff Clothing Policy. Where provided, Staff Clothing will be worn by employees. The Association will make an initial uniform issue in accordance with the respective Associations Staff Clothing policy (as amended from time to time) with subsequent clothing replacement on a needs basis. Employees will be required, at their own cost, to launder and maintain the clothing.

The clothing will remain the property of the Association, although by mutual agreement the employee may retain such clothing upon leaving the organisation.

Any additional official clothing acquired at their own cost remains the property of the employee.

2.8 OCCUPATIONAL SUPERANNUATION

2.8.1 Superannuation Legislation

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992; The Superannuation Guarantee Change Act 1992; The Superannuation Industry (Supervision) Act 1993 and The Superannuation (Resolution of Complaints) Act 1993. This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.

2.8.2 Ordinary Time Earnings

For the purpose of the Superannuation Guarantee (Administration) Act 1992 ordinary time earnings means an employee's classification rate and penalty loadings including weekend and public holiday rates where the time worked as part of the employee's ordinary hours of work and such ordinary time earnings will operate to provide a notional earning base.

2.8.3 Superannuation Fund

The YMCA shall cause the employee to become and remain (whilst in employment of the YMCA) a member of the YMCA Occupational Superannuation Fund and the YMCA shall make

contributions to the fund on behalf of the employee in accordance with this Clause provided that an employee may choose to join another fund, such decision to be made known in writing.

3. HOURS OF WORK

3.1 ORDINARY HOURS

The ordinary hours of work shall be worked between the hours of 6.00am to 12 midnight on any day of the week, up to 76 hours in any two week pay period. Provided that by a mutually specific agreement, to meet the particular exigencies of service delivery this may be varied and averaged over a fifty-two week period.

3.2 EMPLOYMENT CATEGORIES

3.2.1 Probationary Period

3.2.1.1 An initial employment of three months, for a new employee, will be as a probationary employee.

3.2.1.2 During the probationary period, employee work performance will be monitored. During this period employment may be terminated by the giving of one day's notice or payment in lieu of notice, unless terminated summarily for serious misconduct.

3.2.1.3 This clause is not intended to exclude the provisions of the Workplace Relations Act 1996 in relation to a qualifying period.

3.2.2 Full Time Employment

A full time employee is an employee who is specifically engaged by the week to work an average of 38 hours per week. Provided that the hours of work may be averaged over a period of fifty-two (52) weeks.

3.2.3 Part Time Employment

3.2.3.1 A part time employee is one appointed as such and who shall not be engaged for not less than one (1) hour per engagement and who may be required to work reasonable additional hours.

3.2.3.2 For working ordinary hours a part time employee shall be paid the appropriate weekly wage for a full time employee, divided by 38 to obtain an hourly rate, and then multiplied by the number of hours worked by the part time employee in the week concerned.

3.2.4 Casual Employment

3.2.4.1 Casual employees may be engaged under this Agreement subject to the following conditions:

- (a) Casual employees shall be engaged on an hourly basis to work a number of hours less than those fixed for full time employees.

- (b) Casual employees shall be paid an hourly rate of pay calculated by dividing the appropriate weekly base rate for the classification by 38 and adding a loading of 20%
- (c) Casual employees shall receive a minimum payment of one hour's work for each engagement.

3.2.5 The provision of the clauses listed below shall have no application to casual employees :

- Public Holidays
- Sick Leave
- Compassionate Leave
- Annual Leave
- Parental Leave
- Termination of Employment
- Redundancy
- Training Entitlements
- Notice of Change of Hours

3.3 MEAL BREAK

Employees shall be allowed an unpaid meal break of not less than 30 minutes and not more than one hour each day of the week provided that no employee shall work for more than 5 hours without a meal break. However, in the event of an employee not being able to leave their work station for the purpose of having a meal the time spent shall be counted as time worked.

3.4 REST PERIODS

All full time and part time employees shall be allowed one ten minute period in the morning and one ten minute rest period in the afternoon without deduction of pay. Provided that in respect of casual and part time employees, the rest period shall only apply to employees working in excess of three continuous hours.

3.6 OVER TIME

- 3.6.1 Consistent with Clause 3.1 where an employee is required to work reasonable additional hours the employee shall be paid for such additional hours at the rate of time and a half for the first two hours and double time thereafter, or by taking time off in lieu as provided below.
- 3.6.2 The basis for calculating overtime rates to be paid to full time and part time employees shall be the weekly rate prescribed by Schedule one of this Agreement divided by 38 and rounded off to the nearest cent.
- 3.6.3 The basis for calculating overtime rates to be paid to casual employees shall be the appropriate weekly rate prescribed by Schedule One of this Agreement divided by 38 and then adding a loading of 20%. The result shall then be rounded off to the nearest cent.

3.6.4 Time off in Lieu of Overtime

By agreement between the employee and the employer, an employee may take time off in lieu of overtime on the following conditions:-

- 3.6.4.1 Where the Association so authorises, a full time employee may accumulate a maximum of fifteen hours time off (being time in lieu of payment) at any one time.
- 3.6.4.2 Upon request of the employee to take part or the whole of the accumulated time off such requirements shall be granted within one (1) calendar month.
- 3.6.4.3 Any such requested time not made available to the employee within one month of the request being made, shall be paid to the employee as overtime in accordance with the provisions of clause 3.6.1.
- 3.6.4.4 Where any employee takes time off in lieu of overtime, the calculation of time off shall be on a basis of time for time without penalty loading (ie: 1 hours overtime equals 1 hour time off in lieu). Upon termination of employment any time off in lieu of overtime that has not actually been taken will be paid out to the employee at the appropriate overtime penalty rates.

3.7 NOTICE OF CHANGE OF HOURS

Other than by mutual agreement, the employer and employee shall be required to give seven days notice of changes of hours.

3.8 PLANNING TIME

Where the employee is specifically appointed in writing by management to be responsible for the development and implementation of programs or activities in addition to or as part of their normal duties, the employee will be paid for an agreed number of non contact hours at their ordinary rate of pay.

3.9 CLIENT AND CLEANING – UP TIME

Each Association will have a policy which provides for client liaison and set-up cleaning up time.

It is acknowledged these times may vary across Associations and programs and are therefore best determined at the local level.

4. LEAVE

4.1 ANNUAL LEAVE

4.1.1 Definitions

In this Clause

'*Continuous Service*' means continuous service under a contract of employment with a YMCA including any period of paid leave taken under this Section.

'Full Pay' means remuneration for ordinary hours of work (not including payments in the nature of penalty rates, overtime, allowances or loadings).

4.1.2 Application of this Section

This section does not apply to a person who is engaged and paid as a casual employee;

4.1.3 Accrual of Annual Leave Entitlement

4.1.3.1 an employee is entitled to four (4) weeks annual leave on completion of twelve months continuous service and shall accrue leave on a pro-rata basis for each completed four (4) week period.

4.1.3.2 if an employee's employment comes to an end and the period of service is not exactly divisible into complete years - the employee is entitled to one third of one week's annual leave for each completed week of the remainder.

4.1.4 Taking Annual Leave

4.1.4.1 Annual leave is to be taken at a time agreed between the employer and the employee and subject to sub-clause 4.1.4.2 must be taken within twelve (12) months after the entitlement accrues.

4.1.4.2 However, an employer may require an employee to take annual leave by giving the employee notice of the requirement at least four (4) weeks before the period of annual leave is to begin if;

- The employer and the employee fail to agree on the time for taking annual leave; or
- the taking of the leave is necessary to facilitate a temporary shutdown of part or all of the employer's business operations.

4.1.5 Annual Leave to be on Full Pay.

4.1.5.1 A full time employee is entitled to full pay for a period of annual leave

4.1.5.2 A part time employee is entitled to pro-rata for a period of annual leave.

4.2 COMPASSIONATE LEAVE

4.2.1 For the purposes of this "Compassionate" includes circumstances where a member of the employees immediate family or household.

- Contracts or develops a personal illness that poses a serious threat to life
- Sustains a personal injury that poses a serious threat to life
- Dies

4.2.2 Employees shall be allowed paid leave for the purpose of spending time with an immediate family or household member who has a personal illness or injury that poses a serious threat to her/his life, or upon the death of an immediate family or household member.

Approval of such leave is conditional upon the employee producing reasonable evidence to the Association.

Leave may be taken in a single unbroken period of two days or in two separate periods of one day each.

- 4.2.3 Leave in excess of two days shall require the approval of the Chief Executive Officer (YMCA of South Australia) or such other delegated officer at the YMCA of Pt Pirie or YMCA of Inner North East of Adelaide and shall be taken from accrued leave such as Annual, Personal Leave or as Leave without Pay.

4.3 PARENTAL LEAVE

Employees are entitled to leave in accordance with Part VA Division 6 of the Workplace Relations Act 1996.

4.4 PUBLIC HOLIDAYS

- 4.4.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labour Day, Christmas Day and Proclamation Day are observed and any other day which by Act of Parliament or proclamation may be created a public holiday or may be substituted for any such holiday, shall be holidays.
- 4.4.2 Employees not required to work on a public holiday shall be paid at ordinary rates for the time usually worked on any such day.
- 4.4.3 Full time and part time employees who are required to work on a Public Holiday will be paid at ordinary time rates for the time worked and will be entitled to equivalent time off with pay for the hours so worked to be taken within 21 days of the public holiday.
- 4.4.4 Casual employees who are required to work on a Public Holiday will be paid at ordinary time rates (including the 20% loading) plus a loading of 120% for all time worked. Casual employees will only be rostered to work on Public Holidays where no full time or part time employees are available to work on those days.
- 4.4.5 Employees may refuse on reasonable grounds to work on Public Holidays. Any refusal will be assessed in accordance with criteria contained within the Act.

4.5 PERSONAL LEAVE

- 4.5.1 An employee other than a casual is entitled to ten (10) paid days—personal leave per year for the purpose of sick and carers leave.
- 4.5.2 An employee other than a casual employee is also entitled to two (2) days per occasion of unpaid carer's leave once entitlement to other paid personal leave is exhausted.
- 4.5.3 A casual employee is entitled to two (2) days per occasion of unpaid carer's leave.
- 4.5.4 Unpaid carer's leave can be taken in a single period of up to two days, or in any separate period agreed with the Associations.
- 4.5.5 Personal leave can be accessed when:
- a) An employee has personally suffered an illness or injury; or
 - b) When an employee is required to provide care or support to a member of their family or household because they are sick or injured or when there is an unexpected emergency.

- 4.5.6 As far as practicable, the employee shall, prior to their normal commencing time of work, inform their employer of their inability to attend for duty as soon as reasonably practicable, ie reason for the absence (ie sick or carer's leave), and the estimated duration of the absence.
- 4.5.7 If an employee is seeking personal leave because of sickness, the employee shall inform their employer of the nature of the illness.
- 4.5.8 A medical certificate is required where an employee takes any single absence of two days or more, or where leave either side of a public holiday is sought.
- 4.5.9 During any absences on paid personal leave the employee will be paid what they would reasonably have expected to be paid had the employee worked during the period. This excludes any expectation that additional hours would have been worked.
- 4.5.10 All paid personal leave counts as service and does not break continuity of service.
- 4.5.11 Unpaid carers leave will not count as service; however, it will not result in a break to continuity of service.
- 4.5.12 Personal leave will accrue after each completed four-week period.

4.6 LONG SERVICE LEAVE

Staff are eligible for Long Service Leave in accordance with the Long Service Leave Act 1987.

5. GENERAL

5.1 QUALIFYING PERIOD

All new employees shall undergo a qualifying period of six (6) months from initial engagement.

5.2 DISPUTE RESOLUTION PROCEDURES

- 5.2.1 The Association and employees will work together in a cooperative manner to resolve matters at the workplace level.
- 5.2.2 Should a dispute arise concerning matters covered by this Agreement, the following procedure will apply.
- a) The employer and employee undertake to resolve issues that may be in dispute within a reasonable period of time. Initially disputes shall be discussed between an employee and the immediate supervisor,
 - b) If the matter remains unresolved the employee, and should the employee request their representative, shall discuss the dispute with the next Senior Officer in order to seek a resolution.
 - c) If the matter remains unresolved after the steps above, the matter will be referred to the Executive Officer of the Association for both parties to seek resolution.
 - d) If the matter in dispute cannot be resolved following the above steps, a party to the dispute may elect to use an alternative dispute resolution process in accordance with Part VIIA, Division 6 of the Workplace Relations Act 1996(Appendix B).
- 5.2.3 An employee who is party to a dispute must, while the dispute is being resolved:

- a) Continue to work in accordance with his/her contract of employment, unless the employee has a reasonable concern about the imminent risk to his or her health or safety: and
- b) Comply with any reasonable direction given by the Association to perform other available work, either at the same workplace or at another workplace.

5.3 INTRODUCTION OF CHANGE

NOTIFICATION OF INTENDED CHANGES

- 5.3.1 Where the YMCA has made a definite decision to implement changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the YMCA shall as soon as practicable notify the employees who may be affected by the proposed changes.
- 5.3.2 "**Significant Effects**" include termination of employment; major changes in the composition, operation or size of the YMCA's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 5.3.3 **Consultation with Employees.**
 - 5.3.3.1 The YMCA shall discuss with the employees affected, among other things, the introduction of the changes referred to in 5.3.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.
 - 5.3.3.2 The discussions shall commence as early as practicable after a definite decision has been made by the YMCA to make the changes referred to in 5.3.1.
 - 5.3.3.3 For the purposes of such discussion, the YMCA shall provide in writing to the employees concerned, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any YMCA's shall not be required to disclose confidential information disclosure of which, which looked at objectively, would be harmful to the YMCA's interests.

5.4 REDUNDANCY

- 5.4.1 '**REDUNDANCY**' in this clause means the loss of employment due to the YMCA no longer requiring the job the employee has been doing to be performed by anyone.
- 5.4.2 **Discussions before Terminations**
 - 5.4.2.1 Where the YMCA has made a definite decision that the YMCA no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the YMCA shall have discussions as soon as practicable with the employees directly affected. Discussions shall cover, among other things, the reasons for the proposed terminations, measures to avoid or minimise the

terminations, and measures to mitigate the adverse effects of any terminations on the employees concerned.

5.4.2.2 For the purposes of discussion the YMCA shall as soon as practicable provide in writing to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any YMCA shall not be required to disclose confidential information the disclosure of which when looked at objectively, would be harmful to the YMCA's interests.

5.4.3 Period of Notice of Termination on Redundancy

5.4.3.1 If the services of an employee are to be terminated due to redundancy such employee shall be given notice of termination as prescribed by Clause 5.5 of this Agreement provided that employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the YMCA of automation or other like technological changes in the industry in relation to which the YMCA is engaged shall be given not less than three months notice of termination.

5.4.3.2 Should the YMCA fail to give notice of termination as required in 5.4.3.1 herein the YMCA shall pay to that employee an amount calculated in accordance with the employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given shall be deemed to be service with the YMCA for the purposes of the Long Service Leave Act, 1987, as amended.

5.4.4 Notification to Commonwealth Employment Service

Where a decision has been made to terminate the employment of an employee, or of employees, on account of redundancy the YMCA shall notify the Commonwealth Employment Service thereof as soon as possible, giving relevant information including a written statement of the reason(s) for the termination(s), the number and categories of the employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

5.4.5 Severance Pay

5.4.5.1 In addition to the periods of notice prescribed for termination in Clause 5.5 and 5.4.3.1 an employee whose employment is terminated by reason of redundancy shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and over	8 weeks pay

5.4.5.2 **'Week's Pay'** means the ordinary time rate of pay for the employee concerned.

5.4.5.3 The severance payment shall not exceed the amount which the employee would have earned if employment with the YMCA had proceeded to the employee's normal retirement date.

5.4.5.4 The YMCA may offset all or part of an employee's entitlements to severance payment on the basis that such payment or part thereof is already provided for or included in the conditions which the YMCA has made to a superannuation scheme.

5.4.6 Time Off During Notice Period

5.4.6.1 During the period of notice of termination given by the YMCA an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

5.4.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the YMCA, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

5.4.7 Alternative Employment

In the case of any redundancy(ies) where the YMCA has obtained alternative employment for the employee(s), the YMCA may offset all or part of an employee's entitlement to severance payment. In the event of any dispute about the application of this clause, the YMCA and the employee(s) affected agree to utilise the provisions of the Dispute Resolution procedures set out in this Agreement.

5.4.8 Employee Leaving During Notice

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the YMCA until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

5.4.9 Written Notice

5.4.9.1 The YMCA shall, as soon as practical, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) The date and time of the proposed termination of the employee's employment;
- (b) Details of the monetary entitlements of the employee upon the termination of his/her employment including the manner and method by which those entitlements have been calculated;
- (c) Advice as to the entitlement of the employee to assistance from the YMCA, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) Advice as to the entitlements of the employee should he/she terminate his/her employment during the period of notice.

5.4.10 Payment in Lieu Treated as Service

If the YMCA makes payment in lieu for all or any of the period of notice prescribed by 5.4.3 then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this Award and

shall be deemed to be service with the YMCA for the purposes of the Long Service Leave Act 1987 as amended.

5.4.11 Transfer to Lower Paid Duties

Where an employee whose job has become redundant accepts an offer of alternative work by the YMCA the rate of pay which is less than the rate of pay for the former position, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if his/her employment had been terminated, and the YMCA may at the YMCA's option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

5.4.12 Employees with less than One year of Service

This clause shall not apply to employees with less than 1 year's continuous service and the general obligation of YMCAs should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

5.4.13 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

5.4.14 Incapacity to pay

In the case of any redundancy(ies) where the YMCA is unable to meet the severance pay prescriptions contained in this Agreement, the YMCA may reduce an employee's entitlements to severance payment. In the event of any dispute about the application of this clause, the YMCA and the employee(s) affected agree to utilise the provisions of the Dispute Resolution procedures set out in this Agreement.

5.5 TERMINATION OF EMPLOYMENT

5.5.1 Notice of Termination by YMCA

5.5.1.1 In order to terminate the employment of an employee the YMCA shall give the employee the following notice:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

5.5.1.2 In addition to the notice in 5.5.1.1 above, employees over forty five years of age at the time of the giving of notice with not less than two year's continuous service shall be entitled to additional notice of one week.

5.5.1.3 Payment in lieu of the notice prescribed in 5.5.1.1 and/or 5.5.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

5.5.1.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated shall be used.

5.5.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

5.5.2 Notice of Termination by Employees

5.5.2.1 In order to terminate employment an employee shall give the YMCA the following notice:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Less than one year	1 week
One year and over	2 weeks

5.5.3 Time Off During Notice Period

Where the YMCA has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the YMCA.

5.5.4 Statement of Employment

The YMCA shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

5.5.5 Payment in Lieu

If the YMCA makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlement of the employee arising pursuant to this Agreement.

5.6 TRANSMISSION

5.6.1 Transmission of Business

This clause shall have effect where a business, undertaking or establishment, or any part thereof, has, whether before or after the commencement of this clause, been transmitted from a YMCA (hereinafter referred to as "the transmitter") to another YMCA (hereinafter called "the transmittee"). In this clause, "transmission" means, without limiting its ordinary meaning, including transfer, conveyance, assignment or succession, whether by agreement or operation of law and "transmitted" has a corresponding meaning.

5.6.2 Acceptance of Employment with Transmittee

Where a person who at the time of the transmission was an employee of the transmitter in that business, undertaking, establishment, or part thereof becomes an employee of the transmittee:

5.6.2.1 the period of service which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee for the

purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments; and

5.6.2.2 the provisions of sub-paragraphs under Clause 5.4 Redundancy shall not apply in respect of the termination of the employee's employment with the transmitter.

5.6.3 Offer of Employment with the Transmtee

Where a person who at the time of the transmission was an employee of the transmitter in that business, undertaking, establishment or part thereof is offered employment by the transmttee, the provisions of sub-paragraphs under Clause 5.4 Redundancy shall not apply in respect of the termination of the employee's employment with the transmitter provided that:

- (a) the offer is made before the transmission of the business, undertaking, establishment or part thereof; and
- (b) the terms and conditions of the new employment offered:
 - (1) are not substantially different from those applying to the employment with the transmitter; or
 - (2) are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and
- (c) the employee unreasonably refuses to accept the offer.

5.7 SERVICE PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)

5.7.1 Continuity of Service

For the purpose of Clauses 5.3, 5.4, 5.5 and 5.6 of this Agreement "Service" means continuous service, but an employee's service shall be deemed for the purpose of calculating the length of continuous service to have been continuous notwithstanding:

- 5.7.1.1 absence of the employee from work in accordance with the contract of employment;
- 5.7.1.2 absence of the employee from work for any cause by leave of the YMCA;
- 5.7.1.3 absence of the employee from work on account of illness, disease or injury;
- 5.7.1.4 interruption or termination of the employee's service by any act or omission of the YMCA with the intention of avoiding any obligation imposed by this Agreement or by the Long Service Leave Act.
- 5.7.1.5 interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the YMCA in consequence of the settlement of the dispute or was re-employed by the YMCA upon such settlement; and
- 5.7.1.6 interruption or termination of the employee's service by the YMCA for any reasons other than those referred to in 5.7.1.4 and 5.7.1.5 if the worker returns to the service of, or is re-employed by, the YMCA within two months of the date on which the service was interrupted or terminated.

5.7.2 Service with Two or More Corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the Corporations Law, the service of the employee with each such Corporation shall be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to Clauses 5.3, 5.4, 5.5, 5.6 and 5.7 of this Agreement.

5.8 STAFF ACCESS TO PROGRAMS AND FACILITIES

5.8.1 All YMCA employees are entitled to full access to all YMCA programs and program facilities without charge subject to the following constraints:

5.8.1.1 Wherever possible employee access should be at off peak periods.

5.8.1.2 The participation of a non paying employee must not preclude the participation in a program or access to a facility by paying customer.

5.8.1.3 The employee must pay all relevant additional costs incurred by the Centre by their participation i.e. program materials.

5.8.1.4 Employees who wish to pre book program facilities (e.g. tennis courts) must pay the standard rental fee.

5.8.2 Where an individual Associations policy exceeds these entitlements the policy will apply.

5.9 PERFORMANCE APPRAISAL

Staff Appraisals

It is considered essential that every employee of the YMCA be given a personal interview at least once every twelve months. Skills and career development information should be provided as appropriate.

Every employee will be appraised by their immediate supervisor.

Where appropriate for development and or performance assessment, appraisals may be conducted more frequently.

The documentation of the appraisal interview will be reviewed by the Chief Executive Officer or Senior Executive Officer.

Appraisal information should be kept confidential between the staff person and his/her immediate supervisor.

5.10 TRAINING ENTITLEMENTS

5.10.1 If at any time a full time employee is requested by the Association to undertake a training program in Australia, the employer will pay all expenses related to this training, including salary, where this requirement is outside of normal working hours. Time off in Lieu arrangements may be negotiated by either party where there is an obvious productivity gain from such action. Part time employees and casual staff, unless otherwise negotiated with their Manager are to undertake such training outside of their rostered work times.

- 5.10.2 Where the request for training is initiated by the employee, the Association may approve the reimbursement of a negotiated percentage of the total costs, excluding salary costs.
- 5.10.3 Employees are encouraged to develop their potential by participation in study programs that have been approved by the Association in writing. The agreed cost of such study will be reimbursed to the employee upon successful completion of each subject.
- 5.10.4 In addition to 5.10.1 Full time staff are entitled to undertake in consultation with their supervisor, up to five days (38 hours) per annum paid attendance at approved training courses.
- 5.10.5 A pro-rata equivalent opportunity is to be provided for part-time employees.
- 5.10.6 Accredited "off the job" training is seen as the responsibility of the employee and the employee would not be paid for this time, as part of their job specification.
- 5.10.7 Full time employees required as part of their job specification to maintain currency of a First Aid Certificate will be reimbursed the cost of the course which should be taken outside of normal work hours.
- 5.10.8 Gymnastic Coaches required to maintain currency of qualifications are required to undertake such training in their own time with the reimbursement or cost of such training to be agreed with the employer prior to the training being undertaken.

5.11 NO EXTRA CLAIMS

- 5.11.1 It is agreed that for the duration of this Employee Collective Agreement no further claims will be made by either party.
- 5.11.2 The wage increases contained in this Agreement are in lieu of any other wage increases for the duration of the Agreement.
- 5.11.3 Provided that the rates prescribed under this agreement shall not at any stage be permitted to fall below the award rates in respect of any of the prescribed classifications.

6 WAGE RATES

- 6.1 In accordance with Schedules 1 and 2 with annual CPI adjustment based upon the difference between March to March 'All groups – Adelaide' provided however that the rates prescribed under this agreement shall not at any stage be permitted to fall below the award rates in respect of any of the prescribed classifications.
- 6.2 Where an employee is performing mixed functions they will be remunerated in accordance with the appropriate classification for the task being performed.

SCHEDULE 1(Wage rates applicable from July 1st, 2006)

The following wage rates are applicable at the date of certification of the agreement and will apply to employees who work their ordinary hours between Monday to Saturday inclusive

CLASSIFICATION 1

	Annual Salary	Weekly	Hourly	Casual
Leisure Services Assistant				
LEVEL 1 60% (Classification 2 level 1)	\$15,127.45	\$290.91	\$7.66	\$9.19
LEVEL 2 70% (Classification 2 level 1)	\$17,648.69	\$339.40	\$8.93	\$10.72
LEVEL 3 80% (Classification 2 level 1)	\$20,169.93	\$387.88	\$10.21	\$12.25
LEVEL 4 90% (Classification 2 level 1)	\$22,691.17	\$436.37	\$11.48	\$13.78

CLASSIFICATION 2

Leisure Services Support Worker				
LEVEL 1	\$25,212.41	\$484.85	\$12.76	\$15.32
LEVEL 2	\$25,858.78	\$497.28	\$13.08	\$15.70
LEVEL 3	\$26,677.96	\$513.04	\$13.51	\$16.21

CLASSIFICATION 3

Leisure Services Officer				
LEVEL 1	\$27,388.86	\$526.71	\$13.86	\$16.64
LEVEL 2	\$28,229.37	\$542.87	\$14.19	\$17.03
LEVEL 3	\$28,681.61	\$551.57	\$14.51	\$17.41

CLASSIFICATION 4

Leisure Services Officer				
LEVEL 1	\$29,356.42	\$564.55	\$14.87	\$17.84
LEVEL 2	\$29,997.33	\$576.87	\$15.19	\$18.21
LEVEL 3	\$30,635.50	\$589.14	\$15.51	\$18.61

CLASSIFICATION 5

Leisure Services Officer				
LEVEL 1	\$31,914.03	\$613.73	\$16.15	\$19.39
LEVEL 2	\$32,552.20	\$626.00	\$16.48	\$19.77
LEVEL 3	\$33,189.82	\$638.27	\$16.81	\$20.16

CLASSIFICATION 6

Leisure Services Coordinator				
LEVEL 1	\$34,468.35	\$662.85	\$17.44	\$20.94
LEVEL 2	\$35,425.33	\$681.26	\$17.93	\$21.52
LEVEL 3	\$36,385.05	\$699.71	\$18.42	\$22.11

CLASSIFICATION 7

Senior Leisure Services Officer				
LEVEL 1	\$37,469.45	\$720.57	\$18.96	
LEVEL 2	\$40,533.98	\$779.50	\$20.52	
LEVEL 3	\$45,071.73	\$866.76	\$22.81	

On the 1st July 2007, these wages will be increased by the percentage increase in Consumer Price Index for the 12 months previous. Viz; March 2006 – March 2007

On the 1st July 2008, after the increase mentioned above, wages will be increased by the percentage increase in Consumer Price Index for the 12 months previous. Viz; March 2007 – March 2008

On the 1st July 2009, after the increase mentioned above, wages will be increased by the percentage increase in Consumer Price Index for the 12 months previous. Viz; March 2008 – March 2009

CPI Source : ABS Prices – Price movements by city.

Table : All Groups – Adelaide, year to March

SCHEDULE 1A
Wage Rates Child Care

Childrens Services Assistant	WEEKLY & PART TIME EMPLOYEES					CASUAL EMPLOYEES			
	Saturday & Sunday					Saturday & Sunday			
	Weekly Rate	Hourly Rate	Time & Half per Hour	Double Time per Hour	Public Holidays Per Hour	Mon - Fri per hour	Time & Half per Hour	Double Time per Hour	Public Holiday s Per Hour
CSA									
Level 1.1	\$497.60	\$13.09	\$19.64	\$26.19	\$32.74	\$15.71	\$23.57	\$31.43	\$39.28
Level 1.2	\$519.90	\$13.68	\$20.52	\$27.36	\$34.20	\$16.42	\$24.63	\$32.84	\$41.04
Level 1.3	\$540.80	\$14.23	\$21.35	\$28.46	\$35.58	\$17.08	\$25.62	\$34.16	\$42.69
CSA									
Level 2.1	\$559.00	\$14.71	\$22.07	\$29.42	\$36.78	\$17.65	\$26.48	\$35.31	\$44.13
Level 2.2	\$569.00	\$14.97	\$22.46	\$29.95	\$37.43	\$17.97	\$26.95	\$35.94	\$44.92
Level 2.3	\$579.00	\$15.24	\$22.86	\$30.47	\$38.09	\$18.28	\$27.43	\$36.57	\$45.71
Level 2.4 (OSHC)	\$589.00	\$15.50	\$23.25	\$31.00	\$38.75	\$18.60	\$27.90	\$37.20	
Level 2.5 (Diploma)	\$590.00	\$15.53	\$23.29	\$31.05	\$38.82	\$18.63	\$27.95	\$37.26	\$46.50
Professional									
Level 1.1	\$608.00	\$16.00	\$24.00	\$32.00	\$40.00	\$19.20	\$28.80	\$38.40	\$48.00
Level 1.2	\$620.00	\$16.32	\$24.47	\$32.63	\$40.79	\$19.58	\$29.37	\$39.16	\$48.95
Level 1.3	\$630.00	\$16.58	\$24.87	\$33.16	\$41.45	\$19.89	\$29.84	\$39.79	\$49.74
Professional									
CSP 1.1	\$661.00	\$17.39	\$26.09	\$34.79	\$43.49	\$20.87	\$31.31	\$41.75	\$52.18
CSP 1.2	\$669.00	\$17.61	\$26.41	\$35.21	\$44.01	\$21.13	\$31.69	\$42.25	\$52.82
CSP 1.3	\$679.00	\$17.87	\$26.80	\$35.74	\$44.67	\$21.44	\$32.16	\$42.88	\$53.61
Professional									
CSP 2.1	\$661.00	\$17.39	\$26.09	\$34.79	\$43.49	\$20.87	\$31.31	\$41.75	\$52.18
CSP 2.2	\$669.00	\$17.61	\$26.41	\$35.21	\$44.01	\$21.13	\$31.69	\$42.25	\$52.82
CSP 2.3	\$679.00	\$17.87	\$26.80	\$35.74	\$44.67	\$21.44	\$32.16	\$42.88	\$53.61
CPS Level 3									
CSP 3.1	\$689.00	\$18.13	\$27.20	\$36.26	\$45.33	\$21.76	\$32.64	\$43.52	\$54.39
CSP 3.2	\$669.00	\$17.61	\$26.41	\$35.21	\$44.01	\$21.13	\$31.69	\$42.25	\$52.82
CSP 3.3	\$709.00	\$18.66	\$27.99	\$37.32	\$46.64	\$22.39	\$33.59	\$44.78	\$55.98
Director CPS									
CSP 1.1	\$804.00	\$21.16	\$31.74	\$42.32	\$52.89	\$25.39	\$38.08	\$50.78	\$63.47
CSP 1.2	\$814.00	\$21.42	\$32.13	\$42.84	\$53.55	\$25.71	\$38.56	\$51.42	\$64.26
CSP 1.3	\$824.00	\$21.68	\$32.53	\$43.37	\$54.21	\$26.02	\$39.03	\$52.04	\$65.05
Director CPS									
CSP 2.1	\$852.00	\$22.42	\$33.63	\$44.84	\$56.05	\$26.91	\$40.36	\$53.81	\$67.26
CSP 2.2	\$862.00	\$22.68	\$34.03	\$45.37	\$56.71	\$27.22	\$40.83	\$54.44	\$68.05
CSP 2.3	\$870.00	\$22.89	\$34.34	\$45.79	\$57.24	\$27.47	\$41.21	\$54.95	\$68.68
Director CPS									
CSP 3.1	\$885.00	\$23.29	\$34.93	\$46.58	\$58.22	\$27.95	\$41.92	\$55.89	\$69.87
CSP 3.2	\$895.00	\$23.55	\$35.33	\$47.11	\$58.88	\$28.26	\$42.39	\$56.53	\$70.66
CSP 3.3	\$905.00	\$23.82	\$35.72	\$47.63	\$59.54	\$28.58	\$42.87	\$57.16	\$71.45
Director CPS									
CSP 4.1	\$885.00	\$23.29	\$34.93	\$46.58	\$58.22	\$27.95	\$41.92	\$55.89	\$69.87
CSP 4.2	\$895.00	\$23.55	\$35.33	\$47.11	\$58.88	\$28.26	\$42.39	\$56.53	\$70.66
CSP 4.3	\$905.00	\$23.82	\$35.72	\$47.63	\$59.94	\$28.58	\$42.87	\$57.16	\$71.45
Support Worker									

YMCA Employee Collective Agreement

SW1.1	\$497.60	\$13.09	\$19.64	\$26.19	\$32.74		\$15.71	\$23.57	\$31.42	\$39.28
SW Level 2										
SW 2.1	\$519.90	\$13.68	\$20.52	\$27.36	\$34.20		\$16.42	\$24.63	\$32.84	\$41.04
SDW 2.2	\$540.80	\$14.23	\$21.35	\$28.46	\$35.58		\$17.08	\$25.62	\$34.16	\$42.69
SW 2.3	\$554.90	\$14.60	\$21.90	\$29.21	\$36.51		\$17.52	\$26.28	\$35.04	\$43.81
SW Level 3										
SWS 3.1	\$578.20	\$15.22	\$22.82	\$30.43	\$38.04		\$18.26	\$27.39	\$36.52	\$45.65
Juveniles (CSA 1)										
Under 18 years	\$373.20	\$9.82	\$14.73	\$19.64	\$24.55		\$11.79	\$17.69	\$23.58	\$29.46
Under 19 years	\$427.94	\$11.26	\$16.89	\$22.52	\$28.15		\$13.51	\$20.27	\$27.02	\$33.78
Under 20 years	\$472.72	\$12.44	\$18.66	\$24.88	\$31.10		\$14.93	\$22.40	\$29.86	\$37.32
20 years and over	\$497.60	\$13.09	\$19.64	\$26.19	\$32.74		\$15.71	\$23.57	\$31.42	\$39.28

These rates will vary from time to time, in accordance with the changes to the Child Care Award so that they will be no less than the minimum award rate at any time.

SCHEDULE 2(Wage rates applicable from July 1st, 2006)

The following wage rates are applicable at the date of certification of the agreement and will apply to employees who work their ordinary hours between Monday to Sunday inclusive :

CLASSIFICATION 1

	Annual Salary	Weekly	Hourly	Casual
Leisure Services Assistant				
LEVEL 1 60% (Classification 2 level 1)	\$16,032.37	\$308.31	\$8.11	\$9.74
LEVEL 2 70% (Classification 2 level 1)	\$18,704.43	\$359.70	\$9.47	\$11.36
LEVEL 3 80% (Classification 2 level 1)	\$21,376.49	\$411.09	\$10.82	\$12.98
LEVEL 4 90% (Classification 2 level 1)	\$24,048.55	\$462.47	\$12.17	\$14.60

CLASSIFICATION 2

Leisure Services Support Worker				
LEVEL 1	\$26,720.61	\$513.86	\$13.52	\$16.23
LEVEL 2	\$27,410.19	\$527.12	\$13.87	\$16.64
LEVEL 3	\$28,337.10	\$544.94	\$14.34	\$17.22

CLASSIFICATION 3

Leisure Services Officer				
LEVEL 1	\$29,069.87	\$559.04	\$14.71	\$17.65
LEVEL 2	\$29,759.45	\$572.30	\$15.06	\$18.07
LEVEL 3	\$30,427.15	\$585.14	\$15.40	\$18.48

CLASSIFICATION 4

Leisure Services Officer				
LEVEL 1	\$31,191.64	\$599.84	\$15.80	\$18.95
LEVEL 2	\$31,871.92	\$612.92	\$16.13	\$19.36
LEVEL 3	\$32,552.20	\$626.00	\$16.48	\$19.77

CLASSIFICATION 5

Leisure Services Officer				
LEVEL 1	\$33,916.03	\$652.23	\$17.16	\$20.60
LEVEL 2	\$34,596.31	\$665.31	\$17.52	\$21.01
LEVEL 3	\$35,276.59	\$678.40	\$17.86	\$21.42

CLASSIFICATION 6

Leisure Services Coordinator				
LEVEL 1	\$36,640.98	\$704.63	\$18.54	\$22.26
LEVEL 2	\$37,663.58	\$724.30	\$19.07	\$22.88
LEVEL 3	\$38,684.55	\$743.93	\$19.58	\$23.50

CLASSIFICATION 7

Senior Leisure Services Officer				
LEVEL 1	\$37,469.45	\$720.57	\$18.96	
LEVEL 2	\$40,533.98	\$779.50	\$20.52	
LEVEL 3	\$45,071.73	\$866.76	\$22.81	

On the 1st July 2007, these wages will be increased by the percentage increase in Consumer Price Index for the 12 months previous. Viz; March 2006 – March 2007

On the 1st July 2008, after the increase mentioned above, wages will be increased by the percentage increase in Consumer Price Index for the 12 months previous. Viz; March 2007 – March 2008

On the 1st July 2009, after the increase mentioned above, wages will be increased by the percentage increase in Consumer Price Index for the 12 months previous. Viz; March 2008 – March 2009

CPI Source : ABS Prices – Price movements by city.
Table : All Groups – Adelaide, year to March

SCHEDULE 3 - Classifications -

KEY PRINCIPLES

In implementing these classifications;

- (a) The job classification of every position must be specified in the job advertisement and must be appropriate to the position as outlined in the job description.
- (b) Duties of persons under these classifications may include one or more duties as defined for that level under the heading of categories.
- (c) There will be at three levels for each of the classifications.
- (d) The process for regrading will occur when a staff member has significantly upgraded their relevant skills or qualifications, or whose duties and responsibilities have significantly altered. An employee may request immediate reassessment at any time.

Progression to a higher classification is not automatic. Where a position at a higher classification becomes available, the position may be advertised internally and externally. An employee who applies for such a position will be subject to the Associations Equal Employment Opportunity requirements as amended from time to time.

CLASSIFICATION OF EMPLOYEES

CLASSIFICATION 1 - LEISURE SERVICES ASSISTANT

A. CHARACTERISTICS

Employees at this classification will be subject to a contract of training or be under 21 years of age.

A person at this classification will :

- perform routine basic duties
- work under direct and close supervision and guidance

Upon completing appropriate training and demonstrating to the employer, a level of competency appropriate to the tasks, and completing 12 months employment this person may proceed to a level 2 or 3 position.

B. TRAINING

There will be basic 'in house' training and relevant 'off the job' training related to the area of employment.

C. CATEGORIES

Duties undertaken at this classification may include :

- Sports Administration

- Program Instruction
- Pool Supervision
- Sales/Kiosk
- Customer Service
- Gardening
- Cleaning
- Maintenance
- Gym Supervision
- Clerical Duties

and any other work associated with the operation or maintenance of the YMCA Centre or its programs and services.

CLASSIFICATION 2 - LEISURE SERVICES SUPPORT WORKER

A. CHARACTERISTICS

A person at this level will :

- be able to exercise discretion within the level of the employees skills and training in the performance of their tasks such as :
 - Implement programs as directed
 - Implement daily routines
 - Ensure the health and safety of participants
 - Implement established systems and procedures for the conduct of the program activity
 - Cater to the needs of participants to ensure that customer needs are met
 - General cleaning/tidying
- be responsible for the quality of their own performance subject to routine supervision, guidance and/or direction - either individually or in a group environment.
- undertake In-house training/orientation

B. TRAINING

In house training will to include :

- Orientation to YMCA
- Administration Procedures relevant to work place
- Knowledge of work practices and policies of the relevant work area
- Mandatory reporting
- Basic First Aid/CPR

C. CATEGORIES

Duties undertaken at this classification may include :

- Customer Service
- Gardening
- Cleaning

- Maintenance
- Housekeeping
- Kiosk
- Catering

and any other work associated with the operation and maintenance of the YMCA Centre or its programs and services

CLASSIFICATION 3 - LEISURE SERVICES OFFICER

A. CHARACTERISTICS

A person at this classification will:

- be responsible for the quality of their own performance subject to routine supervision, guidance and/or discretion within the level of the employee's skills and training in the performance of their tasks such as :
 - Implement programs as directed
 - Implement daily routines
 - Ensure the health and safety of participants
 - Implement/establish systems and routines for conduct of program or service
 - Cater to the needs of participants to ensure that customer needs are met
 - Assist in the preparation and implementation of programs suited to the needs of the clients.
 - General cleaning/tidying
 - Be responsible for reporting observation of individuals or groups for program planning purposes.
 - Address specific client needs under direction.
- posses sufficient knowledge and experience to perform the additional duties at this classification.
- have undertaken recognised accredited training as appropriate to their area of employment (Refer to Schedule 5 Training).
- undertake duties at Classification 2.

B. TRAINING

The In house training will include :

- As for classification 2
- Senior First Aid
- Customer Service Module 1 (Refer Schedule 5 Training).
- Basic computer skills

C. CATEGORIES

Duties undertaken at this level may include :

- Sports Administration
- Pool Supervision
- Program/Fitness Instruction
- Customer Service
- Gardening
- Cleaning
- Maintenance
- Gym Supervision
- Clerical Duties
- Catering
- Kiosk
- Preparation and Banking of monies.
- Computer work

and any other work associated with the operation or maintenance of a YMCA Centre or its programs and services.

CLASSIFICATION 4 - LEISURE SERVICES OFFICER**A. CHARACTERISTICS**

At this classification a person will:

- be a qualified person according to recognised accredited training as appropriate to their area of employment (refer to Schedule 5 Training) with a minimum of 12 months experience.
- possess sufficient knowledge and experience and have undertaken in-house training to perform the additional duties required at this level when required to do so. (With at least 12 months experience in that area).
- perform the duties required at this classification
- develop, plan, implement and evaluate programs/activities under general supervision.
- liaise with clients in evaluating monitoring and presenting individual program/activities.
- ensure that a safe environment is maintained for all staff, volunteers and clients.
- ensure that records are maintained and up to date concerning activities under their control.
- develop, implement and evaluate daily routines for the areas involved.
- assist in the supervision and assessment of assistants, volunteers, work experience placements and other staff classified at a lower classification
- ensure that established policy, systems and procedures are implemented and adhered to.
- undertake any of the duties of a classification 3 person
- work under limited supervision.
- undertake administrative duties associated with the position.

B. TRAINING

The in house training will include in addition to that of classification 3 :

- Customer service module classification 2 (Refer to Schedule 5 Training).
- Staff supervision training
- Program planning and budgeting skill/evaluation
- Specific training in administrative duties required.

C. CATEGORIES

Duties undertaken at this classification may include :

- Program Fitness Instruction
- Sports Administration
- Pool Supervision
- Sales
- Customer Service
- Cleaning
- Gym Supervision
- Typing
- Filing
- Computer Work
- Accounts Keeping/Administration
- Catering
- Kiosk
- Youth Work
- Personal Training

Any other work associated with the operation or maintenance of a YMCA centre or its programs and services.

CLASSIFICATION 5 - LEISURE SERVICES SUPERVISOR**A. CHARACTERISTICS**

At this classification a person will :

- be a qualified person according to recognised accredited training (refer to Schedule 5 Training) as appropriate to this area of employment with a minimum of 24 months experience in that area.
- have undertaken a range of recommended in-house and external training courses relevant to the type of work they are undertaking. Be able to demonstrate knowledge and experience to perform additional duties as required.
- take responsibility for preparation, implementation and evaluation of program/activities for individuals or groups, in consultation with their supervisor.
- supervise, coordinate and assess other staff of a lower classification.
- contribute to the development of the workplace services, policies, systems and procedures.
- undertake any of the duties of a classification 4 person
- work under limited supervision and guidance and exercise initiative and judgment in the performance of their duties.

- receive only broad instructions and work is checked only intermittently.
- undertake the administrative duties associated with the position.

B. TRAINING

The in house training will include, in addition to that for Classification 4 :-

- Accredited training - “Enhanced” through completing additional specific modules related to their area of activity.
- Customer services modules level 3 (Refer to Schedule 5 Training)
- Train the Trainer level 1 (Refer to Schedule 5 Training)
- Occupational Health and Safety supervision
- Specific training in appropriate administrative duties.

C. CATEGORIES

Duties undertaken at this classification may include :

- Duties as per classification 4
- Maintenance of personnel, client and financial records
- Payment and reconciliation of accounts
- Maintenance of cash receipts and payments journal
- Processing and maintenance of payroll
- Marketing
- Youth work
- Training
- Fitness Coordinator

and any other work associated with the operation or maintenance of a YMCA centre of its programs and services.

CLASSIFICATION 6 - LEISURE SERVICES COORDINATOR

A. CHARACTERISTICS

At this classification a person will :

- be a qualified person according to recognised accredited training (refer to Schedule 5 Training) as appropriate to this area of employment with a minimum of 24 months experience in that area.
- have attained and be able to demonstrate knowledge and experience to perform duties at this level.
- in assessing such knowledge, regard shall be given to any higher level training (including in service training) undertaken by the employee.
- undertake any duties relation to classification 5 person.
- plan and implement specialised projects

- coordinate activities across a range of categories
- undertake administration duties associated with the position.

B. TRAINING

The In house Training will include in addition to that of classification 5 :

- Train the Trainer level 2
- Specific training planning skills
- Specific budgeting skills
- Specific Promotion, marketing and public relations.

C. CATEGORIES

Duties undertaken at this classification may include :-

- duties as per classification 5
- supervision of 3 to 9 full time employees
- supervising a small YMCA centre (less than \$80,000 per annum turnover).
- monitor of Occupational, Health and Safety
- program fitness coordinator
- maintenance of aquatics programs

and any other work associated with the operation or maintenance of a YMCA centre or its programs and services.

CLASSIFICATION 7 - SENIOR LEISURE SERVICES OFFICER

A. CHARACTERISTICS

At this classification a person will :

- be in charge of a Recreation Centre/Recreation Facility, who in addition to duties of level 6 is also :
- be responsible for recruiting staff in consultation with senior management
- oversees accounts and clerical matters
- ensure that Centres adhere to all relevant regulations
- formulate and evaluate annual budgets in liaison with senior management
- develop, plan and implement programs for the venue
- liaise with management committees as appropriate.

In determining the level at which a person in this classification is remunerated, the size of the centre/facility will be used as follows :-

- a centre with up to \$150,000 pa turnover equates to level 1
- a centre of between \$150,000 to \$300,000 pa turnover equates to Level 2
- a centre of over \$300,000 pa turnover equates to Level 3

B. TRAINING

In house training will include in addition to that of classification 6 :

- Small business management
- Basic accounting skills
- Industrial Relations
- Conflict management

C. CATEGORIES

Duties undertaken at this classification may include :-

- Duties as per classification 6
- Supervision of 10 or more full time employees
- Performance reports to the Board of Management
- Budget planning and preparation
- Public Relations

and any other work associated with the operation and maintenance of a YMCA centre or its programs and services.

SCHEDULE 3A

- Classifications Childcare -

CHILD CARE WORKER - LEVEL 1

An employee at this level has no previous relevant experience, is undertaking a period of basic in-house training and performing routine basic duties under direct and close supervision, guidance and/or direction.

After three (3) months at this level, the employee performance will be reviewed and the employee may progress to Level 2.

CHILD CARE WORKER - LEVEL 2

An employee at this level has no relevant formal qualifications but will have received in-service training. Such an employee (to the level of the employee's training):-

is responsible for the quality of the employee's own work subject to routine supervision, guidance and/or direction;

works under routine supervision, guidance and/or direction either individually or in a team environment;

exercises discretion within the level of the employee's skills and training in the performance of tasks such as:

- implement the early childhood program as directed
- implement daily routines
- ensure the health and safety of the children in care
- give each child individual attention and comfort as required
- work in accordance with the licensing requirements under the Act
- understand Centre policy and work accordingly at all times.
- Child Care Worker - Level 2 shall also include an unqualified worker (other than the Co-ordinator) in an Adjunct Care Service.

CHILD CARE WORKER - LEVEL 3

An employee at this level:

holds the T.A.F.E. Community Services (Introductory) Certificate and has not less than 12 months experience; or holds the T.A.F.E. Pre-vocational Child Care qualification and has not less than 12 months experience; or possesses sufficient knowledge and experience to perform the additional duties at this level, and is required to do so.

A Child Care Worker - Level 3 will perform the same tasks as a Child Care Worker - Level 2 and additional duties including the following:-

- assist in the preparation and implementation of programs suited to the needs of individual children and groups
- be responsible for reporting observations of individuals or groups for program planning purposes
- undertake to work with individual children with particular needs under direction

A Child Care Worker - Level 3 also includes the Co-ordinator of an Adjunct Care Service where the Co-ordinator is not qualified.

CHILD CARE WORKER - LEVEL 4

An employee at this level is a qualified worker who holds a T.A.F.E. Child Care Certificate or equivalent qualifications or such qualification as is recognised by the Children Services Office for conditional approval only

(See Schedule 5 – Accredited Training).

Duties would include some or all of the following, consistent with any restriction placed upon their approval:

- guidance and direction of unqualified workers as appropriate
- to develop, plan, implement and evaluate a Child Care program under supervision
- to liaise with parents;
- to ensure a safe environment is provided for the children;
- to ensure that records are maintained and are up to date concerning each child in their care;
- to develop, implement and evaluate daily routines;
- to be responsible to the Director (or Licensee of a commercial Centre) for the assessment of students on placement;

- to ensure the Centre or Service's policies are adhered to.

CHILD CARE WORKER - LEVEL 5

A Child Care Worker - Level 5 is an employee who holds a T.A.F.E. Advanced Certificate in Child Care or any other qualification which is recognised by the Children Services Office for automatic approval (See Schedule 3 - Approved Qualifications).

Duties would include some or all of the following:-

- any of the duties of a Child Care Worker Level 4;
- to work as the person in charge of a group of children in the age range from birth to 12 years;
- to take responsibility in consultation with the Director for the preparation, implementation and evaluation of a Child Care program for individual children or groups of children in care;
- to co-ordinate and direct the activities of qualified and unqualified workers engaged in the implementation and evaluation of development programs and activities in a group setting;
- through the Director, to contribute to the development of the policies of the Centre or Service;

Alternatively this person may hold the same qualifications as set for Child Care Worker Level 4 workers and undertake additional responsibilities including;

- co-ordination of the activities of more than one group
- supervising workers
- assisting in administrative functions

A Child Care Worker - Level 5 also includes the Co-ordinator of an Adjunct Care Service where the co-ordinator is qualified.

CHILD CARE WORKER - LEVEL 6

A Child Care Worker - Level 6 is an employee who holds as a minimum the T.A.F.E. Advanced Certificate in Child Care or other recognised qualification.

Progression to Level 6 will require that the employee possess, in the opinion of the employer, sufficient knowledge and experience to perform the duties at this level. In assessing such sufficient knowledge, regard should be given to any higher level training (including in-service training) undertaken by the employee.

Duties include some or all of the following:-

- any of the duties of a Child Care Worker, Level 5;
- carrying out the work of an Assistant Director;
- supervising qualified and unqualified workers;
- planning and co-ordinating in-service training for the Centre or Service;
- planning and implementing special programs such as integrating children with disabilities or children of a non-English speaking background.

A Child Care Worker - Level 6 also includes a person employed to manage an Out of School Hours service with no more than 39 children, whose responsibility is limited to the planning of the program and supervising staff.

DIRECTOR - LEVEL 1

A Director, Level 1 is an employee who is a Co-ordinator in charge of a Child Care Centre or Service. The Director is responsible for the overall administration of the Centre or Service.

Duties include some or all of the following:-

- to recruit staff in consultation with the management of a Centre;
- to keep day to day accounts and handle clerical matters;
- to ensure that the Centre or Service adheres to all relevant regulations;
- to formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- to develop, plan and supervise the implementation of educational and/or developmental programs for the children in their Centre/Service;
- to ensure that submissions for funding to the relevant authorities are made and monies received;
- to ensure that Government guidelines on access to Centres or Services are adhered to;
- to liaise with management committees or proprietors as appropriate.

A Director - Level 1 is employed to manage a Child Care Centre or Service or Out of School Hours Service with no more than 39 places. This definition does not include the Director of a Commercial Centre where the licensee performs the duties of a Director.

DIRECTOR - LEVEL 2

A Director - Level 2 is an employee who would have the same duties as a Director Level 1, but is employed to manage a Child Care Centre or Service or Out of School Hours service with between 40-59 places.

DIRECTOR - LEVEL 3

A Director - Level 3 is an employee who would have the same duties as a Director Level 1, but is employed to manage a Child Care Centre or Service or Out of School Hours Service with 60 or more places, or to administer a number of Child Care services provided by a single proprietor.

SUPPORT WORKER - LEVEL 1

An employee at this level has no relevant formal qualifications but has received in-house training. Such an employee (to the level of the employee's training);

- is responsible for the quality of the employee's own work subject to routine supervision;
- works under routine supervision either individually or in a team environment;
- exercises discretion within the level of the employee's skills and training in the performance of tasks.

An employee at this level could be employed in either cleaning, grounds maintenance or food provision services.

Typical duties at this level may include:-

- Cleaning Area
 - Vacuuming and spot cleaning of carpets and soft furnishings
 - sweeping and mopping
 - toilet cleaning
 - rubbish collection
 - spray buffing
 - equipment cleaning and germ proofing
 - cleaning glass, both internal and external
 - cleaning related minor servicing
 - minor maintenance duties incidental and/or peripheral to cleaning
 - ordering and distributing cleaning supplies
 - performing client, tenant and public relations duties
 - receiving deliveries
 - securing premises where such work is incidental to the cleaning function
- Grounds Maintenance Area
 - lawn mowing (non ride-on mower)
 - Weeding
 - Watering
 - non-specific pruning
- Food Provision Area
 - basic cooking such as breakfasts or snacks
 - associated food preparation and serving
 - maintenance of standards in kitchen area

SUPPORT WORKER - LEVEL 2

An employee at this level is an employee who at the completion of training is capable of performing work within the scope of this level. Such an employee performs work above and beyond the skills of a Support Worker Level 1.

- works from complex instructions and procedures
- assists in the provision of on-the-job training
- works under general supervision either individually or in a team environment
- is responsible for assuring the quality of the employee's own work, and performs those tasks customarily performed by cleaners. In addition, a Level 2 employee is required to perform any of the following indicative tasks, or a combination of such tasks, for the greater part of each day or shift.

Employees at this level could be employed in any of the three (3) areas.

Typical Duties at this level may include:-

- **Cleaning Area**
 - Any duty associated with Level 1 plus tasks such as:
 - supervision of other cleaning staff
 - works from complex instructions and procedures
 - assists in the provision of on-the-job training
 - performing specialists cleaning functions which shall include the use of powder system or liquid shampoo
 - systems or hot water injection and extraction systems
 - cleaning windows on the exterior of multi-storey buildings from swinging scaffolds, bosun's chair,
 - hydraulic bucket trucks or similar devices
 - operating 'ride on' powered sweeping machines
 - operating steam cleaning and pressure washing equipment on the exterior of buildings
- **Grounds Maintenance Area**
 - Any duty associated with Level 1 plus tasks such as:-
 - herbicide selection and application
 - specialist pruning
 - use of large power operated plant such as ride-on mowers etc
 - supervision of other staff
- **Food Provision Area**
 - Any duty associated with Level 1 plus tasks such as:-
 - preparation of meals other than simple meals as indicated at Level 2
 - preparation of dietary specific meals
 - sole responsibility for ordering of supplies
 - supervision of other food provision staff.

SCHEDULE 4 - Grading Process -

The Purpose of this grading process is to provide a process under the Employee Collective Agreement to allow for career progression.

GRADING OF EMPLOYEES

CLASSIFICATION 2 - LEISURE SERVICES SUPPORT WORKER

1. GRADING PROCESS

Each staff member is rated from 1-10 in relation to the relevant skills, qualifications, and experience in accordance with the written job description and person specification.

Skills Rating

The YMCA Skill competency standards are established in all relevant work areas. Competency Tests are developed by YMCA staff working parties consisting of specialist staff and managers.

All staff are rated on a Skill Competency scale of 1-10 in accordance with YMCA skill competency standards

Qualifications Rating

The relevant qualifications of each staff member receive a rating from 1-10 in accordance with the YMCA Qualifications system. (See Schedule 5).

Experience

The relevant work or volunteer experience of each staff member is rated on the following points scale -

More than 1 but less than 2 years relevant work experience	2 points
More than 2 but less than 3 years relevant work experience	4 points
More than 3 but less than 4 years relevant work experience	6 points
More than 4 but less than 5 years relevant work experience	8 points
More than 5 years relevant work experience	10 points

The rating scores 1-10 are then applied to the Grading Matrix

2. GRADING MATRIX

	Score out of 10	Weighting	=	Weighted Score
Skills	x	6	=	
Qualifications	x	2	=	
Experience	x	2	=	

The staff member's salary is then determined according to the level that relates to the total weighted score. The classification and level must be appropriate to the position as outlined in the written job description and person specification.

Total Weighted Score

Level 1 - Less than 49

Level 2 - 49-74

Level 3 - 75 or more

CLASSIFICATION 3 - LEISURE SERVICES OFFICER

1. GRADING PROCESS

Each staff member is rated from 1-10 in relation to the relevant skills, qualifications, and experience in accordance with the written job description.

Skills Rating

The YMCA Skill competency standards are established in all relevant work areas. Competency Tests are developed by YMCA staff working parties consisting of specialist staff and managers.

All staff are rated on a Skill Competency scale of 1-10 according to YMCA skill competency standards

Qualifications Rating

The relevant qualifications of each staff member receive a rating from 1-10 in accordance with the YMCA Qualifications system. (See Schedule 5)

Experience

The relevant work or volunteer experience of each staff member is rated on the following points scale -

More than 1 but less than 2 years relevant work experience	2 points
More than 2 but less than 3 years relevant work experience	4 points
More than 3 but less than 4 years relevant work experience	6 points
More than 4 but less than 5 years relevant work experience	8 points
More than 5 years relevant work experience	10 points

The rating scores 1-10 are then applied to the Grading Matrix

2. GRADING MATRIX

	Score out of 10	Weighting	=	Weighted Score
Skills	x	6	=	
Qualifications	x	2	=	
Experience	x	2	=	

The staff member's salary is then determined according to the level that relates to the total weighted score. The classification and level must be appropriate to the position as outlined in the position description.

Total Weighted Score

Level 1 - Less than 49

Level 2 - 49-74

Level 3 - 75 or more

CLASSIFICATION 4 - LEISURE SERVICES OFFICER

1. GRADING PROCESS

Each staff member is rated from 1-10 in relation to the relevant skills, qualifications, and experience in accordance with the written job description.

Skills Rating

The YMCA Skill competency standards are established in all relevant work areas. Competency Tests are developed by YMCA staff working parties consisting of specialist staff and managers.

All staff are rated on a Skill Competency scale of 1-10 according to YMCA skills competency standards

Qualifications Rating

The relevant qualifications of each staff member receive a rating from 1-10 in accordance with the YMCA Qualifications system. (See Schedule 5).

Experience

The relevant work or volunteer experience of each staff member is rated on the following points scale -

More than 1 but less than 2 years relevant work experience	2 points
More than 2 but less than 3 years relevant work experience	4 points
More than 3 but less than 4 years relevant work experience	6 points
More than 4 but less than 5 years relevant full-time work experience	8 points
More than 5 years relevant work experience	10 points

The rating scores 1-10 are then applied to the Grading Matrix

2. GRADING MATRIX

	Score out of 10	Weighting	=	Weighted Score
Skills	x	4	=	
Qualifications	x	2	=	
Experience	x	4	=	

The staff member's salary is then determined according to the level that relates to the total weighted score. The classification and level must be appropriate to the position as outlined in the position description.

Total Weighted Score

Level 1 - Less than 49

Level 2 - 49-74

Level 3 - 75 or more

CLASSIFICATION 5 - LEISURE SERVICES SUPERVISOR

1. GRADING PROCESS

Each staff member is rated from 1-10 in relation to the relevant skills, qualifications, and experience in accordance with the written job description.

Skills Rating

The YMCA Skill competency standards are established in all relevant work areas. Competency Tests are developed by YMCA staff working parties consisting of specialist staff and managers.

Qualifications Rating

The relevant qualifications of each staff member receive a rating from 1-10 in accordance with the YMCA Qualifications system. (See Schedule 5).

Experience

The relevant work or volunteer experience of each staff member is rated on the following points scale -

More than 1 but less than 2 years relevant work experience	2 points
More than 2 but less than 3 years relevant work experience	4 points
More than 3 but less than 4 years relevant work experience	6 points
More than 4 but less than 5 years relevant work experience	8 points
More than 5 years relevant work experience	10 points

The rating scores 1-10 are then applied to the Grading Matrix

2. GRADING MATRIX

	Score out of 10		Weighting		Weighted Score
Skills	x		4	=	
Qualifications	x		2	=	
Experience	x		4	=	

The staff member's salary is then determined according to the level that relates to the total weighted score. The classification and level must be appropriate to the position as outlined in the position description.

Total Weighted Score**Level 1 - Less than 49****Level 2 - 49-74****Level 3 - 75 or more****CLASSIFICATION 6 - LEISURE SERVICES COORDINATOR****1. GRADING PROCESS**

Each staff member is rated from 1-10 in relation to the relevant skills, qualifications, and experience in accordance with the written job description.

Skills Rating

The YMCA Skill competency standards are established in all relevant work areas. Competency Tests are developed by YMCA staff working parties consisting of specialist staff and managers.

All staff are rated on a Skill Competency scale of 1-10 according to YMCA skills competency standards

Qualifications Rating

The relevant qualifications of each staff member receive a rating from 1-10 in accordance with the YMCA Qualifications system. (See Schedule 5).

Experience

The relevant work or volunteer experience of each staff member is rated on the following points scale -

More than 1 but less than 2 years relevant work experience	2 points
More than 2 but less than 3 years relevant work experience	4 points
More than 3 but less than 4 years relevant work experience	6 points
More than 4 but less than 5 years relevant work experience	8 points
ore than 5 years relevant work experience	10 points

The rating scores 1-10 are then applied to the Grading Matrix

2. GRADING PROCESS

	Score out of 10	Weighting	=	Weighted Score
Skills	x	4	=	
Qualifications	x	1	=	
Experience	x	5	=	

The staff member's salary is then determined according to the level that relates to the total weighted score. The classification and level must be appropriate to the position as outlined in the position description.

Total Weighted Score

Level 1 - Less than 47

Level 2 - 47-72

Level 3 - more than 72

CLASSIFICATION 7- SENIOR LEISURE SERVICES OFFICER

1. GRADING PROCESS

Each staff member is rated from 1-10 in relation to the relevant skills, qualifications, and experience in accordance with the written job description.

Skills Rating

The YMCA Skill competency standards are established in all relevant work areas. Competency Tests are developed by YMCA staff working parties consisting of specialist staff and managers.

All staff are rated on a Skill Competency scale of 1-10 according to YMCA skills competency standards

Qualifications Rating

The relevant qualifications of each staff member receive a rating from 1-10 in accordance with the YMCA Qualifications system. (See Schedule 5).

Experience

The relevant work or volunteer experience of each staff member is rated on the following points scale -

More than 1 but less than 2 years relevant work experience	2 points
More than 2 but less than 3 years relevant work experience	4 points
More than 3 but less than 4 years relevant work experience	6 points
More than 4 but less than 5 years relevant work experience	8 points
More than 5 years relevant work experience	10 points

The rating scores 1-10 are then applied to the Grading Matrix

2. GRADING MATRIX

	Score out of 10	Weighting		Weighted Score
Skills	x	4	=	
Qualifications	x	1	=	
Experience	x	2	=	
	Score of 3	Weighting		Weighted Score
Size of Centre		20		
Total Weighted Score				_____

The staff member's salary is then determined according to the level that relates to the total weighted score. The classification and level must be appropriate to the position as outlined in the position description.

Total Weighted Score

- Level 1 - Less than 50**
- Level 2 - 50 - 99**
- Level 3 - 100 to 130**

SCHEDULE 4A

IMPLEMENTATION GUIDE:-CALCULATING AN EMPLOYEE'S LEVEL OF EMPLOYMENT UNDER THE YMCA (SA) EMPLOYEE COLLECTIVE AGREEMENT

Under the YMCA (SA) Employee Collective Agreement (ECA), staff Levels (1 – 3) are calculated based on the relevant qualifications, skills and experience any individual brings to that position.

Using the example of a Classification 4 Full time YMCA Centre Sports Programmer, we will work through the grading process.

EXPERIENCE RATING

This is easily determined by the number of years an employee has been in a relevant position.

For example, the Sports Programmer has held his current position for four years, therefore under Classification 4:

Experience	Score (out of 10)
4 years developing and implementing sports programs	8 (refer page 32 YMCA (SA) ECB)
Total	8

QUALIFICATION RATING

The following formula assists in the calculation of an employee's level under any given qualification.

Qualification	Score (out of 10)
Certificate Course	1
Award Course, Diploma	2
Advanced Diploma	3
Bachelor Degree	4

Qualifications are scored out of ten, and multiplied by 2 for Classifications 1- 5, and multiplied by 1 for classifications 6 – 7.

For example;

Qualification	Score (out of 10)
Advanced Diploma in Teaching	3
Level Certificate in Coaching Gymnastics	1
Level Certificate in Coaching Basketball	1
Total	5

SKILLS RATINGS

The following formula assists in the calculation of an employee's level based on demonstrated skills. These may be demonstrated in writing (in the application process, but confirmed by referee), or assessed on the job by the senior manager.

Award 1 point for each demonstrated skill, **required in the position** (use the job description or the Classification Characteristics as outlined in schedule 3 as a point of referral for the skills required in the

position). For example, a Classification 4 YMCA Sports Programmer will not receive any points for being proficient at driving a tractor, but will receive two points for being proficient at coaching children and evaluating programs.

Demonstrated Skills

	Score (out of ten)
Coaching children	1
Evaluating programs	1
Total	2

GRADING

We now refer to the Classification 4 Grading Matrix (refer page 33 YMCA (SA EB) to determine the weighted score:

	Score (out of 10)		Weighting		Weighted Score
Experience	8	x	4	=	32
Qualifications	5	x	2	=	10
Skills	2	x	4	=	8
Total Weighted Score				=	50

Level 1 – Less than 49

Level 2 – 49 to 74

Level 3 – 75 or more

Therefore under the YMCA (SA) ECA, this person is Graded as Classification 4, **Level 2**

CALCULATING SALARY

This person is required to work from Monday to Sunday – this equates to Schedule 2.

By referring to the updated Salary Schedules 1 & 2 as of 1st July 2006, Classification 4, Level 2, Schedule 2 for a full time employee equates to the following salary:

\$612.92 per week.

SCHEDULE 5 - Accredited Training -

The YMCA Qualifications system will be prepared by workgroups involving staff and managers in specific areas of operation. The following qualifications will be used as a guide in this process.

TRAINEESHIPS (in all areas)

As per schedule 3

CHILD CARE AREA

For a person to be employed as a qualified child care worker in the YMCA (other than in a adjunct care creche position) under this agreement, they must have attained any of the following accepted qualifications.

Classification 2 - No accredited training required

Classification 3 and above - as follows :-

Advanced Certificate in Child Care - TAFE, 2 year full-time course begun in 1989, or its equivalent. Previously called Child Care Studies Certificate.

Diploma of Teaching (Early Childhood Education) - SACAE Magill, 3 years full-time course, or its equivalent.

General Registered Nurse - 3 years full-time course, with Child Care experience.

Graduate Diploma of Education (Early Childhood Education), SACAE Magill.

Graduate Diploma of Social Science (Child Development), SACAE Magill.

Bachelor of Early Childhood Education (In-Service).

For Conditional Approval

Advanced Certificate in Child Care (75% of course needs to be completed as of January, 1989).

Diploma of Teaching (Junior Primary), 3 year full-time course.

Some overseas and interstate qualifications.

It should be noted that from the year 2005 all child care workers (except adjunct child care workers) must be qualified as above. Existing unqualified staff may retain their current positions until that time but should be made aware of this requirement.

FITNESS AREA

There is no Classification 2 in this Area.

Classification 3 and Above

Accredited Training as follows :-

TAFE Fitness leader award - Core Course plus one elective
 Institute for Fitness Professionals - Core Course plus one elective

Elective	To instruct
Community Fitness	Community Fitness Aerobics - Step/slide Circuits Fitness Testing
Aerobics	Aerobics - Step/slide Circuits
Resistance Training (Physical Conditioning)	Resistance Training Circuits
Circuits	Circuits
One on One	Personal Training

TAFE - Sports and Fitness Certificate

Institute for Fitness Professionals - Fitness Leader Certificate
 - Fitness Professional Certificate

Bachelor Degree in Human Physiology
 Degree/Diploma in Education (Physical Education)

Equivalent overseas and interstate qualifications

Certificate in Sports and Recreation - Fitness Instructor Stream (National Traineeships Program)

RECEPTION/ADMINISTRATION AREA

Classification 1 - 3 No accredited training required at this level

Classification 4 and above

Accredited training as follows:-

- Bookkeeping Skills/Journal Entry
- Data Entry
- Payroll systems & procedures
- Banking procedures and practices
- processing accounts
- Handling Petty cash
- Computer Skills including - word processing

SPORTS/PROGRAM AREA

Each employee in this area will be required to undertake accredited coaching qualifications in the activity in which they are involved as follows:

- Those issued by any State/National Sporting Body under the National Coaching Accreditation Council for the activity in question.
- Equivalent "Aussie Sports" coaching programs for particular sports
- Degree in Recreation Management and Tourism (or equivalent)
- TAFE Leisure Careers Certificate

- Degree/Diploma in Education (Physical Education)
- Certificate in Sport and Recreation - Sports Administration Stream

AQUATICS

Classification 3 and above

Accredited training as follows:

- Bronze Medallion Royal Life Saving Society
- Pool Lifeguard Certificate
- Pool Operators Certification

CLEANERS

No accredited training is required in this area.

APPENDIX 1
- Exempt Staff -

Staff exempt as per clause 1.4 at the commencement of the agreement.

YMCA of South Australia

- Operations and Business Development Manager
- Business Manager
- Manager, Barossa Recreation Centre
- Manager, Adelaide Hills Recreation Centre
- Manager, Craigmore
- Manager, Elizabeth Aquadome
- Manager, Disability Services, Adelaide

However, such other positions may be added during the currency of the agreement.

SIGNATURES

Signed for and on behalf of YMCAs of South Australia

.....
Carol (Caz) Bosch, President,
Young Men's Christian Association of South Australia Incorporated,
YMCA of South Australia Youth and Family Services Incorporated

.....
Witness

.....
Ian Eberhard, President,
Young Men's Christian Association of Port Pirie Incorporated,

.....
Witness

.....
Anthony Pederick, President,
Young Men's Christian Association of Inner North East of Adelaide Incorporated,

.....
Witness

Signed for and on behalf of the Staff of YMCAs of South Australia

.....
Lynette Alexander

.....
Witness

.....
Karen Devenport

.....
Witness

.....
Christopher Hodgson

.....
Witness

.....
David Pike

.....
Witness

.....
Katherine Rogers

.....
Witness

.....
Mignon Sich

.....
Witness

Appendix 2 – Employee Collective Agreement Rates

YMCA OF SA - EMPLOYEE COLLECTIVE AGREEMENT 2006			SCHEDULE 1								SCHEDULE 2							
Fitness / Health PAY RATES effective February 2021 (first full pay)			PERMANENT				CASUAL				PERMANENT				CASUAL			
JOB CATEGORY	JOB TITLE	CLASS	L1	L2	L3	L4	L1	L2	L3	L4	L1	L2	L3	L4	L1	L2	L3	L4
Leadership	Team Leader	CL3	23.01	23.76	24.50	-	27.62	28.51	29.40	-	24.11	24.89	25.67	-	28.94	29.87	30.80	-
	Coordinator	CL4	25.25	26.12	27.00	-	30.29	31.35	32.40	-	26.44	27.37	28.29	-	31.73	32.84	33.95	-
	Director	CL5	27.89	28.02	28.16	-	33.46	33.63	33.80	-	29.21	29.36	29.50	-	35.05	35.23	35.41	-
Duty Management / Supervision	Duty Manager	CL3	23.01	23.76	24.50	-	27.62	28.51	29.40	-	24.11	24.89	25.67	-	28.94	29.87	30.80	-
Operations & Lifeguarding	General Cleaner	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Technician	CL4	25.25	26.12	27.00	-	30.29	31.35	32.40	-	26.44	27.37	28.29	-	31.73	32.84	33.95	-
	Lifeguard	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
Aquatic Programming	Swimming Teacher	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Swimming Teacher in Charge	CL3	23.01	23.76	24.50	-	27.62	28.51	29.40	-	24.11	24.89	25.67	-	28.94	29.87	30.80	-
Customer Service	Customer Service Officer	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Membership Services Officer	CL3	23.01	23.76	24.50	-	27.62	28.51	29.40	-	24.11	24.89	25.67	-	28.94	29.87	30.80	-
Café / Kiosk	Café/ Kiosk Attendant	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Café / Kiosk Cleaner	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
Gymnastics	Gymnastics Assistant	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Gymnastic Coach	CL3	23.01	23.76	24.50	-	27.62	28.51	29.40	-	24.11	24.89	25.67	-	28.94	29.87	30.80	-
Health and Fitness	Health and Fitness Instructor	CL3	23.01	23.76	24.50	-	27.62	28.51	29.40	-	24.11	24.89	25.67	-	28.94	29.87	30.80	-
	Exercise Physiologist	CL7	28.72	28.86	29.00	-	34.47	34.63	34.79	-	30.09	30.23	30.38	-	36.11	36.28	36.45	-
Children's Programs	Playclub Assistant	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Playclub Leader	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
Programs	Program Assistant	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Program Leader	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Birthday Party Host	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
Court Sports	Umpires / Referees	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
Camping	Camp Assistant	CL2	21.43	21.96	22.66	-	25.71	26.35	27.20	-	22.45	23.00	23.74	-	26.93	27.60	28.49	-
	Camp Leader	CL3	23.01	23.76	24.50	-	27.62	28.51	29.40	-	24.11	24.89	25.67	-	28.94	29.87	30.80	-
	Camp Instructor	CL4	25.25	26.12	27.00	-	30.29	31.35	32.40	-	26.44	27.37	28.29	-	31.73	32.84	33.95	-
Group Fitness	Group Fitness Instructor Modern Award +5%	CL7	28.72	28.86	29.00	-	34.47	34.63	34.79	-	30.09	30.23	30.38	-	36.11	36.28	36.45	-
Group Fitness	YMCA Rate							44.65										
Personal Training	Personal Trainer Modern Award +5%	CL7	28.72	28.86	29.00	-	34.47	34.63	34.79	-	30.09	30.23	30.38	-	36.11	36.28	36.45	-
Personal Training	YMCA Rate							46.77										

Note: Where previously negotiated above award rates will apply

With the Exclusion of **Group Fitness Instructor** and **Personal Trainer** all rates constructed as mapped to the Modern award rate + 5%

Group Fitness Instructor YMCA rate to be calculated manually by 2019/20 FY rate + 3%

Personal Training YMCA rate to be calculated manually by 2019/20 FY rate + 3%

Discover a career full of diversity



YMCA South Australia

Manager’s Agreement

Discover a career full of diversity

YMCA South Australia

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YMCA South Australia

20 April 2020

Name
Address
Address

Dear Name,

Manager's Agreement (Award Free)

On behalf of **Young Mens Christian Association of South Australia Incorporated / YMCA of South Australia Youth and Family Services Incorporated** ('**YMCA South Australia**'), I am pleased to offer you employment with YMCA South Australia on the terms and conditions set out in this Manager's Agreement ('**Agreement**').

1. Summary Table

1.1 The items in the following summary table are subject to any additional detail, requirement, or obligation set out in this Agreement:

Item	Term	Details	
1	Employer	YMCA of South Australia Incorporated / YMCA of South Australia Youth and Family Services Inc.	
2	Date of Commencement	Date	
3	Position	Position Title	
4	Location	Location	
5	Operating Hours	Hours	
6	Weekly Ordinary Hours	Hours	
7	Remuneration	Manager's Grade	1 - 7
		Base Salary (PAYG), Gross	\$00
		Salary Sacrifice Benefits	Insert
		Superannuation	\$00
		Total Package Value ('TPV')	\$00
8	Salary Payment Frequency	Fortnightly	

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9	Probationary Period	Six months / Not applicable
10	Notice Period	As per NES
11	Performance and Remuneration Review	Biannually
12	Direct Report Manager	Position Title

2. Commencement

- 2.1 Your employment with YMCA South Australia commences on the date specified in **Item 2 of Clause 1**.
- 2.2 You will be engaged as a **full time/part time** employee.
- 2.3 **Existing Employees:** Your continuity of service with **name of existing entity** is recognised by YMCA South Australia based on the start date of **original start date** for the purposes of redundancy and all other untaken service-related entitlements, including but not limited to annual leave, long service leave and personal leave.

3. Other Instruments

In addition to this Agreement, your employment will be regulated by the *Fair Work Act 2009* (Cth) ('**FW Act**'). You acknowledge that the FW Act does not form part of this Agreement.

4. Conditional Offer of Employment

- 4.1 This offer of employment is conditional on:
- a) If required by YMCA South Australia, you demonstrating that you are eligible to work in Australia by the production of one of the following documents:
 - (i) Evidence of Australian citizenship;
 - (ii) Evidence of Australian permanent residency; or
 - (iii) A valid temporary visa permitting you to work in Australia

Copies of these documents will be taken and held by YMCA South Australia. If your eligibility to work changes during the course of your employment you must immediately inform YMCA South Australia. Should you become ineligible to work in Australia, your employment will immediately cease from the date of such ineligibility.
 - b) There being no restriction upon your ability to commence employment with YMCA South Australia under the terms of employment specified in this Agreement.
 - c) By signing this Agreement, you warrant that:
 - (i) There are no limitations on your ability to fully perform all of your duties and responsibilities for YMCA South Australia, including but not limited to physical or psychological limitations; and

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(ii) You will not breach any continuing obligations arising from any prior employment in the performance of your duties and responsibilities for YMCA South Australia, including confidentiality obligations.

- d) You warrant that you have provided accurate information to YMCA South Australia on your qualifications, professional accreditation, professional training and currency of all relevant licences required to perform your position. You agree that YMCA South Australia may terminate your employment without notice should it discover the information you provided is inaccurate.
- e) You obtaining and maintaining a satisfactory National Criminal History Check and, if required, a Working with Children Check (previously known as a Department for Communities and Social Inclusion Child-Related Employment Screening Clearance).

4.2 By signing this Agreement, you agree that:

- a) Any breach of these warranties will constitute grounds for termination of your employment without notice and revocation of this Agreement; and
- b) YMCA South Australia retains the right to terminate your Agreement immediately in the event that you are unable to commence employment with YMCA South Australia from the commencement date or continue such employment due to a limitation, restriction, or restraint in any contract of employment with a previous employer or other agreement, whether written or oral, that prevents you from commencing or continuing employment with YMCA South Australia under the terms of employment specified in this Agreement.

5. Probationary Period

5.1 You will initially be employed for the probationary period set out in **Item 9** in **Clause 1**.

5.2 During the probationary period, either party may terminate your employment without cause by providing one weeks' notice in writing, except in cases of summary dismissal.

6. Position and General Duties

6.1 You will be employed in the position set out in **Item 3** of **Clause 1**.

6.2 You will report to the Direct Report Manager set out in **Item 12** of **Clause 1** or such other person as YMCA South Australia nominates from time to time.

6.3 YMCA South Australia may vary your position, position description and responsibilities in accordance with the needs of the business from time to time. You may also be redeployed to another position having regard to your skills, experience and competency. You agree that the terms of this Agreement will continue to apply to any altered position unless otherwise varied in writing.

6.4 During your employment, you must:

- a) Diligently and faithfully perform all the duties and responsibilities set out in your position description and such other duties as YMCA South Australia may require from time to time (including for any Related Entities) that are within your capacity;
- b) Comply with all lawful and reasonable directions given to you by or on behalf of YMCA South Australia;



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- c) Act in YMCA South Australia's best interests and not use your position for an improper purpose, private benefit, or to prejudice the reputation, standing or commercial interests of YMCA South Australia;
- d) During work hours, devote the whole of your time and attention to YMCA South Australia's business;
- e) Attend staff meetings or training outside work hours as reasonably required by YMCA South Australia;
- f) Always act lawfully and use all reasonable endeavours to ensure that YMCA South Australia complies with its legal obligations, including in relation to work health and safety laws, employment laws and discrimination laws;
- g) Disclose to YMCA South Australia at the earliest opportunity all potential or actual conflicts between your personal interests and the interests of YMCA South Australia and any other matters likely to impact on the performance of your duties, including any physical or psychological conditions that may limit your ability to fully perform all of your duties and responsibilities;
- h) Act and conduct all business and interpersonal transactions in a matter that is consistent with YMCA South Australia's Mission and Values as amended from time to time; and
- i) Protect the property of YMCA South Australia from theft, damage, or neglect and give notice immediately to YMCA South Australia of any such theft, damage, or neglect which may come to your attention.

7. Location

7.1 Your primary place of work is set out in **Item 4 of Clause 1**.

7.2 However, you agree to travel to different locations as required by YMCA South Australia from time to time, including interstate or overseas.

7.3 You may also be required to relocate to another place of work from time to time in accordance with the needs of YMCA South Australia's business. If YMCA South Australia directs you to perform work from a location that, in the opinion of YMCA South Australia, requires you to relocate your primary place of residence, you will be compensated for the reasonable costs of relocating up to a maximum of \$2,000 for each such relocation.

8. Hours of Work

8.1 Your weekly ordinary hours of work are set out in **Item 6 of Clause 1**, averaged over a period of up to 52 weeks.

8.2 Due to the nature of YMCA South Australia's business and your position, you agree that from time to time it may be reasonable for you to work additional hours necessary to achieve the efficient and effective performance of your duties. You will not be paid any overtime for time worked outside your ordinary hours as your salary level reflects the seniority of your position and the need to work reasonable additional hours if required.

8.3 You acknowledge that the hours you are required to work are reasonable having regard to existing work arrangements, your personal circumstances, health and safety considerations, the needs of the business, and the remuneration you will receive under this agreement.

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8.4 You will be entitled to take appropriate meal breaks during the course of the day, but you are expected to manage these breaks so as to not interfere with your work commitments and normal business operations.

9. Meal Allowance

Where you are required to work more than nine and a half hours in a single shift, YMCA South Australia will provide you with an appropriate meal. If YMCA South Australia does not provide you with an appropriate meal, you will be paid a meal allowance in accordance with the rates set out by the Australian Taxation Office ('ATO').

10. Outside Interests

10.1 During your employment, you must not directly or indirectly:

- a) Engage in any outside activity (including employment, profession, trade, business, directorship, elected or other public office, or appointment), whether paid or unpaid; and
- b) Have an interest in any business or company;

(collectively, '**allied business interests**') which could, in YMCA South Australia's opinion, conflict with your duties or the interests of YMCA South Australia.

10.2 A holding of up to 5% of the securities (within the meaning of section 9 of the *Corporations Act 2001* (Cth)) of a company listed on the Australian Stock Exchange is not an interest in a company for the purpose of this clause.

10.3 You must disclose to YMCA South Australia all of your allied business interests annually using the Annual Declaration of Allied Business Interests.

10.4 Where YMCA South Australia reasonably considers an outside interest conflicts with your duties, your employment may be terminated.

10.5 You must not accept cash, gifts, gratuities, or any other benefit from any person or company as an inducement or reward in connection with any business transacted by or on behalf of YMCA South Australia.

11. Remuneration

11.1 YMCA South Australia operates under a system of flexible remuneration packaging. During your employment, you will receive the Total Package Value ('TPV') set out in **Item 7 of Clause 1**, which will be calculated on a pro-rata basis for part-time employees.

11.2 You may, with YMCA South Australia's prior agreement, elect to salary sacrifice any part of your remuneration in consideration for the provision of other benefits ('**Salary Sacrifice Benefits**'). If YMCA South Australia incurs fringe benefits tax or other tax or charge for the provision of the Salary Sacrifice Benefits, YMCA South Australia will be entitled to deduct from your base salary an amount equal to the tax or charge payable. [Optional] You may, by giving to YMCA South Australia one months' notice in writing, request the cessation or variation of the Salary Sacrifice Benefits.

11.3 Subject to clause 11.2, your remuneration (less applicable taxation) will be paid in accordance with **Item 8 of Clause 1** no later than four business days after the end of the

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relevant pay cycle into the bank account of your choice. Where a payday falls on a public holiday, you will be paid no later than two business days after the public holiday.

- 11.4 Your remuneration and other employment conditions are confidential and must not be discussed with other employees of YMCA South Australia or other persons outside YMCA South Australia (with the exception of your legal and financial advisers).

12. Review of Total Package Value

- 12.1 YMCA South Australia will review your TPV on an annual basis or at any other time.
- 12.2 YMCA South Australia may at its sole discretion increase your TPV in accordance with CPI increases or any other factors YMCA South Australia deems relevant. YMCA South Australia may also at its sole discretion make incentive or bonus payments to you in accordance with YMCA South Australia's Manager Remuneration Policy, as amended from time to time. YMCA South Australia has no obligation to increase your TPV at any time.

13. Superannuation

- 13.1 YMCA South Australia will contribute compulsory superannuation contributions into a fund nominated by you in accordance with relevant superannuation legislation. If you do not nominate a fund, YMCA South Australia will deposit your contributions into its default fund.
- 13.2 You may elect to sacrifice part of your net remuneration as voluntary superannuation contributions into the superannuation fund of your choice. Such voluntary contributions must be made in accordance with salary sacrifice regulations and YMCA South Australia's policies as amended from time to time. If you choose to sacrifice part of your remuneration, you must provide YMCA South Australia with a written request stating the amount of remuneration that you elect to sacrifice to superannuation.

14. Motor Vehicles – Provision of Company Vehicle

- 14.1 Your TPV may include a contribution for the use of a company motor vehicle as set out in **Item 7 of Clause 1**. The make and model of the motor vehicle will be mutually agreed.
- 14.2 Any agreement to provide you with a company motor vehicle will be in accordance with YMCA South Australia's policies, as amended from time to time.
- 14.3 You may use the motor vehicle in connection with the performance of your duties and for reasonable private use.
- 14.4 YMCA South Australia will be responsible for all costs related to the motor vehicle, including the cost of purchase, hire purchase or leasing of the vehicle, registration, insurance, reasonable repairs, maintenance, petrol and all other running expenses during the term of this Agreement.
- 14.5 You must take reasonable care in the use of the motor vehicle and return the motor vehicle and all keys to YMCA South Australia upon the termination of your employment or at any time at YMCA South Australia's request.
- 14.6 You must ensure that no other person uses the motor vehicle without YMCA South Australia's written authorisation.

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14.7 You must maintain and provide to YMCA South Australia all documents, receipts, papers, log books, books, records, notes, minutes, dockets and diaries for the motor vehicle as required by law or as requested by YMCA South Australia from time to time.

15. Motor Vehicle Allowance - Use of Personal Vehicle

15.1 If you, with YMCA South Australia's prior approval, use your private motor vehicle in the performance of your duties, you will be paid a travel allowances calculated as follows:

- a) If you are required to drive within a 50-kilometre radius of your primary location, the cents per kilometre rate for work-related car expenses determined by the Australian Tax Office ('ATO'), as amended from time to time;
- b) If you are required to drive outside a 50-kilometre radius of your primary location, 50% of the ATO rates, or the equivalent cost of available public transport, or a mutually agreed rate, whichever is less.

15.2 If you, with YMCA South Australia's prior approval, are required to travel from one workplace to another, all reasonable time taken in transit will be deemed working time and will be paid at the appropriate rate. In addition, YMCA South Australia will reimburse all fares necessarily incurred by you.

15.3 If you are required to drive your personal motor vehicle in the course of your employment, you:

- a) are responsible for maintaining adequate insurance in relation to the use and operation of your motor vehicle;
- b) are responsible for any other costs and expenses incurred in relation to the use of your motor vehicle; and
- c) must drive safely and comply with all applicable laws, regulations, and rules at all times.

15.4 Should you be involved in a not-at-fault accident while using your personal vehicle for approved work purposes, you will be entitled to seek an amount equivalent to your personal vehicle insurance excess from YMCA South Australia. To receive reimbursement, you must report the accident to the South Australian Police, provide any information requested by YMCA South Australia in relation to the incident, and your insurance provider must accept your claim.

16. Driver's Licence

16.1 It may be a requirement of your employment that you drive a motor vehicle. If this is a requirement of your position, you must maintain a current driver's licence and notify YMCA South Australia immediately if you are charged with any driving offences or if your licence is suspended or cancelled. The suspension or cancellation of your licence may result in the termination of your employment.

17. Expenses and Corporate Credit Card

17.1 YMCA South Australia will reimburse you for reasonable business expenses provided:

- a) Those expenses are incurred in accordance with YMCA South Australia's policies and procedures; and

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- b) Reimbursement claims are made in accordance with YMCA South Australia's policies and procedures.

17.2 As part of your employment, you may be issued with a corporate credit or debit card. In the event that a corporate card is issued then:

- a. The card must only be used for work related expenses properly incurred in the performance of your duties;
- b. YMCA South Australia requires the provision of receipts and/or other reasonable documentary evidence of your purchases on the card;
- c. YMCA South Australia reserves the right to withdraw the use of the card from you at any time at its discretion, or alter the conditions for its use, without any compensation being provided to you;
- d. You must comply with the terms and conditions attached with the card and YMCA South Australia's Corporate Cards Policy; and
- e. In the event that the card is stolen or misplaced, you agree to take immediate action to avoid misuse.

17.3 Misuse of a corporate card may result in disciplinary action being taken against you, up to and including the termination of your employment.

18. Mobile Phone, Laptop and Other Electronic Equipment

18.1 As part of your employment, YMCA South Australia may provide you with a mobile phone, laptop, or iPad.

18.2 Where electronic equipment is provided, all work-related and reasonable personal use expenses incurred in accordance with YMCA South Australia policies and procedures will be paid for by YMCA South Australia. You are required to maintain the electronic equipment and treat it with care. Misuse of the assets may result in disciplinary action being taken against you, up to and including termination of your employment.

19. Immunisation

19.1 YMCA South Australia is committed to providing a safe and healthy working environment for all employees.

19.2 If you believe on reasonable grounds that you will be exposed to risk of infection as a result of your employment, you may request a company funded vaccination. YMCA South Australia may refuse any request pursuant to this clause at its sole discretion.

19.3 The cost of the vaccination and any time taken to attend a medical examination during normal working hours must be authorised by YMCA South Australia prior to the expense being incurred.

20. Continuing Education

20.1 It is a requirement of your position that you maintain the skills and qualifications necessary to perform your duties. YMCA South Australia may pay for you to attend such educational courses as YMCA South Australia deems necessary to maintain your skills. You must attend such courses and use your best endeavours to comply with course requirements.

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21. Compensation for all Legal Entitlements

- 21.1 Except as specifically provided for under this Agreement, your remuneration and any other benefits are in satisfaction of any legal entitlement arising under an award, collective/enterprise agreement, the National Employment Standards, or any other law or legal instrument (collectively '**Instruments**'), such as, but not limited to, any periodic rate of pay, overtime payments, weekend and holiday penalties, shift allowance, vehicle allowance, travelling expense, penalty payments and annual leave loading.
- 21.2 You expressly agree that any remuneration you receive that is greater than the entitlement you would receive under the Instruments satisfies any other legal entitlements where you receive less than the minimum amount under the Instruments.

22. Annual Leave

- 22.1 You are entitled to annual leave in accordance with the provisions of the FW Act and YMCA South Australia's Leave Policy.
- 22.2 You are entitled to four weeks' paid annual leave for each completed year of service with YMCA South Australia (calculated on a pro-rata basis for part-time employees), which accumulates from year to year.
- 22.3 You may take annual leave at times agreed between you and YMCA South Australia.
- 22.4 If you have accrued more than eight weeks' annual leave, YMCA South Australia may direct you with at least four weeks' notice in writing to take an amount of annual leave sufficient to reduce your annual leave balance to four weeks.
- 22.5 You acknowledge and agree that you are not entitled to annual leave loading.

23. Personal and Carer's Leave

- 23.1 You are entitled to personal and carer's leave in accordance with the terms of the FW Act and YMCA South Australia's policies and procedures.
- 23.2 Personal and carer's leave can be used in the case of personal illness or injury, or for the purpose of caring for an immediate family or household member who is ill or injured.
- 23.3 You are entitled to 10 days paid personal and carer's leave for each completed year of service with YMCA South Australia (calculated on a pro-rata basis for part-time employees), which accumulates from year to year.
- 23.4 You are also entitled to a period of up to two days unpaid carer's leave for each occasion when a member of your immediate family or household requires care or support because of an illness, injury or unexpected emergency affecting the member. You may only take unpaid carer's leave if your entitlement to paid personal/carer's leave has been exhausted.
- 23.5 No payment will be made in relation to any accrued but untaken personal/carer's leave upon termination of your employment.
- 23.6 Subject to clause 23.7, you must provide a medical certificate from a registered health practitioner, or other evidence satisfactory to YMCA South Australia, within 24 hours of your absence or as soon as reasonably practicable to qualify for paid personal/carer's leave. A statutory declaration will be deemed satisfactory evidence.

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23.7 You are entitled to a maximum of three single days of personal/carer's leave per annum without being required to provide a medical certificate or statutory declaration.

24. Public Holidays

24.1 You are entitled to public holidays in accordance with the FW Act. However, you can be required to work on a particular public holiday due to the operational requirements of YMCA South Australia.

24.2 Where you are required to work on a public holiday, you will receive an ordinary day's pay and an alternative day off in lieu (pro rata for part-time employees) on ordinary pay to be taken within twenty-one days of the public holiday.

24.3 You acknowledge and agree that you are not entitled to penalty rates for any work performed on a public holiday.

25. Donor Leave

25.1 If you are absent during ordinary working hours for the purpose of being a donor (including donating blood), you will not suffer any deduction of pay up to a maximum of two hours per occasion.

25.2 You will be entitled to a maximum of four separate absences in each calendar year for the purpose of acting as a donor.

25.3 You must notify YMCA South Australia as soon as possible of the time and date upon which you are requesting to be absent and wherever possible will arrange for your absence to be on a day and at a time suitable to YMCA South Australia.

25.4 YMCA South Australia may request proof of attendance at a recognised place for the purpose of acting as a donor, and the duration of such attendance.

26. Special Unpaid Leave

26.1 You are entitled to request unpaid leave for special circumstances, including professional development or additional study.

26.2 Any request for unpaid special leave must be in writing and include supporting documentation. All applications will be considered fairly, and permission will not be unreasonably withheld.

26.3 Superannuation, long service, annual leave and personal leave benefits will not accrue whilst unpaid leave is being taken.

27. Other Leave

27.1 You are also entitled to other leave such as long service leave, parental leave, family and domestic violence leave, compassionate leave and community service leave in accordance with relevant legislation and YMCA South Australia's Leave Policy.

28. Performance Appraisals and Remuneration Reviews

28.1 Your performance and remuneration may be reviewed in accordance with **Item 11** in **Clause 1**.

28.2 Reviews are based on your position within YMCA South Australia, your performance and contribution to the effective functioning of YMCA South Australia's business, YMCA South

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Australia's financial performance and the market generally. Except as required by law, remuneration increases are not automatic and any increase is within YMCA South Australia's discretion.

29. Workplace Surveillance

- 29.1 YMCA South Australia conducts computer surveillance of all its information technology systems, in accordance with the following:
- a) The computer surveillance will include surveillance of email usage, internet usage and any other usage of information technology supplied by YMCA South Australia; and
 - b) This surveillance is carried out on a continuous and ongoing basis from the commencement of your employment.
- 29.2 YMCA South Australia carries out camera surveillance by way of closed circuit television cameras. The surveillance is continuous and ongoing from the commencement of your employment. Access to the recorded material will be strictly limited to authorised personnel.
- 29.3 YMCA South Australia may use the surveillance records for any purpose, including purposes related to your employment or the employment of other YMCA South Australia employees or contractors. You may consult with YMCA South Australia about the surveillance at any time. For the purposes of discussing any queries or comments about YMCA South Australia's surveillance activities, please contact People & Culture.
- 29.4 You consent to this surveillance.

30. Employment Policies and Procedures

- 30.1 You are directed to read and comply with all of YMCA South Australia's policies and procedures as they relate to your employment. These policies and procedures may be varied from time to time at YMCA South Australia's discretion and you are directed to comply with such variations. Such policies and procedures do not form part of this Agreement.
- 30.2 A breach of your obligations under YMCA South Australia's policies and procedures may result in disciplinary action, up to and including the termination of your employment.
- 30.3 You have an obligation to respect and value the diversity of YMCA South Australia's workplace and must not unlawfully discriminate against, harass, or bully any person.

31. Personal Checks

- 31.1 YMCA South Australia may at any time conduct checks with public authorities that YMCA South Australia reasonably considers necessary or prudent to meet regulatory requirements, including a national police records check and relevant working with children screening checks.
- 31.2 You must give YMCA South Australia information (including personal information) and any assistance that may be needed for it to conduct such checks.

32. Stand Down

YMCA South Australia reserves the right to stand down employees without pay where they cannot usefully be employed because of a number of circumstances including:

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- a) industrial action (other than industrial action organised or engaged in by YMCA South Australia);
- b) a breakdown of machinery or equipment, if YMCA South Australia cannot reasonably be held responsible for the breakdown; or
- c) a stoppage of work for any cause for which YMCA South Australia cannot reasonably be held responsible.

32.2 In these situations, YMCA South Australia will attempt to find you suitable alternative employment for the period of stand down.

32.3 Your continuity of service will not be broken by any period by virtue of the operation of this clause.

32.4 Nothing in this clause prevents YMCA South Australia from paying an employee during a stand down period.

33. Introduction of Major Changes

33.1 Where YMCA South Australia has made a definite decision to introduce major changes to its programs, organisation, structure, or technology that are likely to have significant effects on your employment, YMCA South Australia shall provide notice of the proposed changes as soon as reasonably practicable.

33.2 'Significant effects' include:

- a) termination of employment;
- b) major changes in the composition, operation or size of YMCA South Australia's workforce or in the skills required;
- c) loss of, or reduction in, job or promotion opportunities;
- d) loss of, or reduction in, job tenure;
- e) alteration of hours of work;
- f) the need for employees to be retrained or transferred to other work or locations; or
- g) job restructuring.

34. Redundancy

34.1 YMCA South Australia is a continuously evolving business and, as such, its business strategy and structure may change from time to time. Consequently, there may be a need to restructure operations, resulting in positions becoming redundant.

34.2 Redundancy refers to a situation where YMCA South Australia:

- a) no longer requires the job which is performed by an employee to be performed by anyone, because of changes in the operational requirements of the business; and
- b) where this is not due to the ordinary and customary turnover of labour.

34.3 Once a definite decision has been made that your position is to be made redundant, YMCA South Australia will consult with you (and your representative, if applicable) within a reasonable period after the decision is made.

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34.4 This consultation will include discussion about:

- a) the nature of the redundancy;
- b) what effects the changes are likely to have on you; and
- c) measures to avert or mitigate any adverse effects.

34.5 This consultation will also provide the opportunity for you (or your representative) to raise any matters for YMCA South Australia to consider.

34.6 Where there has been a redundancy, YMCA South Australia will consider redeployment options within YMCA South Australia or any Related Entities.

34.7 Transfer to lower paid duties

Where you are transferred to lower paid duties, you will be entitled to the same period of notice as you would have been entitled to if your employment had been terminated, and YMCA South Australia may at its option make payment in lieu thereof of an amount equal to the difference between your former rate of pay and the new lower rate of pay for the number of weeks of notice still owing.

34.8 Redundancy pay

If your employment is terminated due to redundancy, you will be entitled to redundancy pay in accordance with the National Employment Standards set out in the FW Act.

34.9 Transfer of business

- a) Redundancy payments may not be applicable if YMCA South Australia's business, or part of the business, is transferred to another person or entity ('**Second Employer**') and you:
 - i. accept an offer of employment with the Second Employer which recognises your period of continuous service with YMCA South Australia; or
 - ii. reject an offer of comparable employment with the Second Employer which intended to recognise your service with YMCA South Australia.
- b) Redundancy payments are also not payable where YMCA South Australia procures an offer of comparable alternative employment for you with the second employer.

34.10 Variation of redundancy pay for other employment or incapacity to pay

YMCA South Australia reserves the right to make an application to the Fair Work Commission to have the redundancy pay referred to in clause 34.8 varied pursuant to section 120 of the FW Act, as amended from time to time, if YMCA South Australia obtains other acceptable employment for you or cannot pay the amount.

34.11 Leaving during notice period

If you are given notice of termination due to redundancy, you may terminate your employment during the period of notice. You are entitled to receive the benefits and payments you would have received under this clause had you remained in employment until the expiry of the notice, but you are not entitled to payment in lieu of notice.

34.12 Time off during the notice period

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- a) During any period of notice given by YMCA South Australia pursuant to this clause, you will be allowed up to one day time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If you have been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, you must, at the request of YMCA South Australia, produce proof of attendance at an interview or you will not be entitled to payment for time absent. For this purpose, a statutory declaration will be sufficient.

34.13 Managers with less than one year's service

This clause 34 shall not apply to employees with less than one year's continuous service. In this event, the general obligation on YMCA South Australia will be no more than to give the employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the employee obtaining suitable alternative employment.

35. Resignation and Termination

- 35.1 In order to terminate your employment, YMCA South Australia must give you the period of notice set out in **Item 10 of Clause 1**.
- 35.2 If you are over 45 years of age at the time of the giving of the notice and have not less than two years' continuous service with YMCA South Australia, you are entitled to an additional week's notice.
- 35.3 The notice of termination required to be given by you is the same as that required of YMCA South Australia, except that there is no need to give additional notice based on your age.
- 35.4 With respect to any period of notice, YMCA South Australia may do any of the following:
 - a) Pay you in lieu of any part or all of the notice period;
 - b) Require you to:
 - i. Not attend work during the whole or any part of the notice period;
 - ii. Not carry out any or some of your usual duties;
 - iii. Not access the YMCA South Australia's electronic systems;
 - iv. Perform different duties within your skills and abilities;
 - v. Not have contact with the YMCA South Australia's Suppliers, Clients, candidates, or other employees;
 - vi. Return all property belonging to the YMCA South Australia; and
 - vii. Without limiting the YMCA South Australia's rights and in accordance with relevant laws, direct you to take annual leave or long service leave.
- 35.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct.
- 35.6 If the parties agree, you may be released prior to the expiry of the notice period with payment of wages or salary to the date of termination only.

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- 35.7 On termination of your employment, you are required to do all such things to resign from any positions and offices (including any directorship) that you held with or on behalf of YMCA South Australia or any Related Entities.
- 35.8 The Restraints, Intellectual Property and Confidential Information clauses of this Agreement will survive the termination of your employment with YMCA South Australia (however occurring). Clauses 36, 37, 38, and 44 also survive the termination of your employment with YMCA South Australia.
- 35.9 Where YMCA South Australia has given notice of termination pursuant to clause, you are entitled to request in writing time off without loss of pay of up to one day for the purpose of seeking other employment. The time off must be taken at a time that is mutually convenient. You are not entitled to compensation should you fail to request time off pursuant to this clause 35.9.
- 35.10 Where your employment has ceased, save in cases of summary dismissal, you may request a written statement specifying the period of your employment, your position, and brief summary of your duties. YMCA South Australia may refuse to provide such a statement in its sole discretion.
- 35.11 YMCA South Australia may terminate your employment without notice, if you:
- a) commit any serious or persistent breach of this Agreement;
 - b) commit any serious misconduct or wilful neglect in performing your duties, including, dishonesty, fraud, breach of safety provisions, wilful damage to property of YMCA South Australia, drunkenness, use of illegal substances, gross negligence or unauthorised absenteeism;
 - c) fail to comply with any reasonable directions of YMCA South Australia;
 - d) are charged or convicted of a criminal offence which, in YMCA South Australia's reasonable opinion, affects your position as an employee of YMCA South Australia;
 - e) becomes bankrupt or makes any arrangement or composition with your creditors;
 - f) becomes of unsound mind; or
 - g) act in a manner that reflects unfavourably on YMCA South Australia or any Related Entities.
- 35.12 YMCA South Australia may elect to suspend your employment in any circumstances, including where it is carrying out an investigation (regardless of whether the investigation relates to your behaviour or conduct). YMCA South Australia will provide you with your normal pay during any period of suspension, save for where you are not willing, able, or ready to perform your duties.
- 36. Authorisation to Make Deductions**
- 36.1 You authorise YMCA South Australia to deduct any amount from your pay during the course of your employment where you have received an overpayment by YMCA South Australia.
- 36.2 If you have incurred any debt to YMCA South Australia in the course of your employment that has not been satisfied when your employment ends, you authorise YMCA South Australia to deduct the amount from your final pay (for instance, where you have taken annual

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leave in advance of the leave accrual). Should those amounts be insufficient to satisfy the debt that you owe to YMCA South Australia, then such debt will become due and payable immediately.

- 36.3 If you fail to provide YMCA South Australia with the appropriate period of notice, you expressly authorise YMCA South Australia to deduct from any monies owing to you, an amount equivalent to the remuneration that would have been payable to you for the remaining notice period. You agree that if these amounts are insufficient to cover the shortfall in your notice, you will owe to YMCA South Australia an equivalent amount as a debt, due and payable on termination of your employment.

37. Return of Property

37.1 On request by YMCA South Australia or on termination of your employment, you must:

- a) Return to YMCA South Australia all property belonging to YMCA South Australia in your possession, custody, or control, including but not limited to Confidential Information, Intellectual Property, telephones, computers, keys, data storage devices, cards, documents, diaries, records and papers, reports, working papers, training manuals, equipment, computer information and programs and all copies of such items;
- b) Provide to YMCA South Australia all relevant passwords, if any, to computers, systems or computer files which have been in your care or control during your employment; and
- c) Cause to be deleted all records pertaining to Clients, including digital records and information contained on professional or social media platforms such as LinkedIn, Facebook, Twitter, etc.

37.2 If requested, you agree to provide a signed undertaking that you have complied with the conditions above.

38. Injunction

38.1 Without limiting YMCA South Australia's remedies, YMCA South Australia may obtain an injunction to restrain any breach (or anticipated breach) of this Agreement by you.

39. Confidential Information

39.1 You must maintain the confidentiality of information and documents to which you have access in the course of or arising from your employment with YMCA South Australia or any of its Related Entities.

39.2 You must not, during your employment or after the termination of your employment, directly or indirectly use or disclose (or attempt to use or disclose) any Confidential Information for any purpose, including to obtain any benefit for you or any other person.

39.3 You must ensure secure custody of Confidential Information in your control or possession and use your best endeavours to prevent the use or disclosure of Confidential Information by any person.

39.4 These restrictions do not apply to information that is:

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- a) Used or disclosed in the proper course of performing your duties for YMCA South Australia;
 - b) Used or disclosed with YMCA South Australia's prior consent;
 - c) Required by law to be disclosed; or
 - d) In the public domain, other than through your breach of this Agreement.
- 39.5 Any Confidential Information that is disclosed by you in accordance with clause 39.4a) must only be done to the extent necessary and only to persons who:
- a) Have been approved by the Manager, to receive such information;
 - b) Are aware and agree that the Confidential Information must be kept confidential; and
 - c) Sign and agree to be bound by the terms of any confidentiality agreement, as may be required by YMCA South Australia to be signed, from time to time.
- 39.6 If you are uncertain about whether information is Confidential Information, you must immediately ask your manager. Until you receive an answer, you must treat that information as Confidential Information.
- 39.7 You acknowledge and agree that:
- a) Damages may be inadequate compensation for breach of your obligations contained in this 'Confidential Information' clause and subject to the court's discretion, YMCA South Australia may seek specific performance or may seek to restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will be in breach of this clause, in addition to any other remedy YMCA South Australia may wish to pursue; and
 - b) You will fully indemnify YMCA South Australia in respect of any and all loss, damage, claims, liability, cost and expenses, of any kind, suffered or incurred by YMCA South Australia as a result of your breach of this 'Confidential Information' clause, in any way, including, but not limited to, any disclosure by you of any Confidential Information to any person(s), other than is authorised under this Agreement.
- 40. Intellectual Property and Moral Rights**
- 40.1 All Intellectual Property rights arising in relation to any Works created or developed by you in connection with your employment with YMCA South Australia (whether alone or with others) will belong to YMCA South Australia (as applicable) and you agree to immediately disclose to YMCA South Australia all such Works.
- 40.2 All existing Intellectual Property rights, title and interest in all Works created or developed by you in connection with your employment (whether alone or with others) are vested in YMCA South Australia and, upon their creation, all such future rights will vest in YMCA South Australia. You agree to execute all documents and do all acts and things required or desirable to secure any Intellectual Property rights of YMCA South Australia.
- 40.3 You consent (for YMCA South Australia's benefit as applicable) to any and all acts or omissions (whether occurring before or after this consent is given) in relation to all Works made or to be made by you in the course of your employment which might otherwise infringe your Moral Rights in any or all of those Works.

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40.4 You warrant that you have given this consent and undertaking genuinely and without being subjected to any duress by YMCA South Australia or any third party and without relying on any representations other than those expressly set out in this Agreement.

41. Post-Employment Obligations

41.1 You shall not, except with the written consent of YMCA, either directly or indirectly, on your own account or on behalf of any other person, engage in any of the activities noted in sub-clause 41.2 (**Activity**), for the periods noted in sub-clause 41.3 (**Period**), anywhere within the areas in sub-clause 41.4 (**Area**):

41.2 Activity:

- a) Approach, solicit, canvass, induce, or encourage (or attempt to do any of the foregoing) any Restricted Person, to leave the employment or agency of YMCA or of any Related Entities, or otherwise engage or employ a Restricted Person;
- b) Solicit, canvass, approach, or accept any approach, or perform any work for (or attempt to do any of the foregoing), any Client with whom you (or a Person reporting to you) have had dealings, or for whom you (or a Person reporting to you) performed work in connection with your employment;
- c) Interfere with or disrupt or attempt to disrupt the relationship (whether contractual or otherwise) between YMCA (or any Related Entities) and any Client, Restricted Person or supplier of YMCA or any Related Entities, with whom you (or a Person reporting to you) had dealings or performed work in connection with your employment; or
- d) Be engaged in any capacity, including as a director, partner, owner, principal, agent, contractor, consultant, representative, shareholder, financier, trustee, or employee, by any Client or in any Competing Business or Entity.

41.3 Period:

- a) During the employment, including any period of gardening leave;
- b) Within 12 months from the Termination Date; or if that period is deemed unreasonable or unenforceable, then:
- c) Within 9 months from the Termination Date; or if that period is deemed unreasonable or unenforceable, then:
- d) Within 6 months from the Termination Date; or if that period is deemed unreasonable or unenforceable, then:
- e) Within 3 months from the Termination Date

41.4 Area:

- a) Australia; or if that area is deemed unreasonable or unenforceable, then:
- b) South Australia; or if that area is deemed unreasonable or unenforceable, then:
- c) Within a 100 kilometre radius from the facility you were last located at; or if that area is deemed unreasonable or unenforceable, then:

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- d) Within a 10 kilometre radius from the facility you were last located at; or if that area is deemed unreasonable or unenforceable, then:
- e) Within a 5 kilometre radius from the facility you were last located at.

41.5 You acknowledge that:

- a) The prohibitions and restrictions contained in this clause are reasonable in the circumstances and necessary to protect YMCA's business;
- b) Damages may not be an adequate remedy for breach of this clause and YMCA may be entitled to injunctive or other equitable relief, in addition to any other remedy to which it may be entitled as a result of your breach (or anticipated breach) of this clause; and
- c) Each of the covenants contained in this clause, resulting from a combination of each restraint Period, each restraint Area, with each restraint Activity, 41.2 constitutes and is to be construed and will have effect as, a separate, distinct, severable and independent provision from the other covenants (but you must comply with all of them) and clause 41.6 will apply to the extent necessary.

41.6 If any one or more of the restrictions contained in this clause 41 are deemed by a court of competent jurisdiction to go beyond what is reasonable in all the circumstances, but would be valid and enforceable if any particular restriction or restrictions were deleted or reduced, or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner, then the restrictions shall apply with such deletions, restrictions or limitations, as the case may be.

42. Representation

- 42.1 Where you are offered payment for representing YMCA South Australia in an area of expertise (for example, lecturing) associated with YMCA South Australia or deemed by the YMCA South Australia to be reflective of your position, such payment must be declared to YMCA South Australia.
- 42.2 Such payments shall be treated as revenue to YMCA South Australia or donated to YMCA South Australia.

43. Grievances

- 43.1 In the event of a dispute or grievance arising between YMCA South Australia and yourself in relation to the terms and conditions of your employment, the following process must be adopted:
 - a) You must meet with your supervisor and endeavour to resolve the issue by mutual agreement;
 - b) If the matter cannot be resolved, the matter will be referred to a meeting between your supervisor, your supervisor's manager, and you. You are entitled to have representation at this meeting.
 - c) Failing resolution, the matter will be referred to the President of YMCA South Australia or any person nominated by the President, whose decision will be final.

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44. Non-Disparagement

You agree not to make any adverse or disparaging comments, whether verbally or in writing, about YMCA South Australia or any of its officers, employees or agent, excepted where required by law.

45. Severability

Any provision of this Agreement that is or becomes illegal, void, or unenforceable will be ineffective and severed from this Agreement to the extent that they are illegal, void, or unenforceable. The remaining provisions of this Agreement will continue in force.

46. No waiver

A failure by either party to take action to enforce its rights does not constitute a waiver of any right or remedy under this Agreement unless it is in writing signed by the party granting the waiver.

47. Notices

47.1 All notices must be given in writing and delivered by facsimile, electronic mail, courier, certified mail, or in person to the address set out in this Agreement or such other address as either party may from time to time specify in writing to the other party.

47.2 If a notice is delivered after 5pm on any day, the notice will be deemed to have been received at the commencement of business on the next business day.

48. Governing Law

48.1 This Agreement will be governed by the laws of South Australia and the parties agree that they will submit to exclusive jurisdiction of the courts of South Australia and courts entitled to hear appeals from those courts.

49. Amendment

49.1 Any amendment or addition to this Agreement must be in writing and signed by both parties.

50. Entire Agreement

50.1 This Agreement sets out all of the terms of your employment contract with YMCA South Australia. This Agreement supersedes and replaces all prior representations, contracts and agreements (whether oral or in writing) concerning your employment with YMCA South Australia.

51. Interpretation

51.1 In this Agreement, unless the context otherwise requires:

- a) Singular includes plural and plural includes singular;
- b) Words of one gender include both genders;
- c) Reference to legislation includes any amendment to it, any legislation substituted for it and any statutory instruments issued under it and in force;
- d) Reference to a person includes any natural person, company, partnership, YMCA South Australia, trust, business, or other organisation or entity of any description and a person's legal personal representative(s), successors, assigns or substitutes;

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- e) Reference to a party includes that party's personal representatives, successors and permitted assigns;
- f) If a party comprises more than one person, each of those persons is jointly and severally liable under this Agreement;
- g) Headings do not affect interpretation;
- h) A provision must not be construed against a party only because that party put the provision forward;
- i) The word "includes" in any form is not a word of limitation;
- j) A reference to currency or "\$" is a reference to Australian currency;
- k) A provision must be read down to the extent necessary to be valid; if it cannot be read down to that extent, it must be severed.

52. Definitions and General Provisions

52.1 In this Agreement, a reference to YMCA South Australia includes YMCA South Australia's Related Entities.

52.2 **'Related Entities'** means any entity connected with YMCA South Australia by an interest in a common economic enterprise, including a Related Body Corporate (as that term is used in the federal *Corporations Act 2001* (Cth)).

52.3 **'Client'** includes any person who, at the Termination Date:

- a) Is or was a person to whom YMCA South Australia provides and/or provided Products or Services at any time during the 12 months prior to the Termination Date; or
- b) Has entered into discussions or negotiations with YMCA South Australia at either the person's own initiative or at the initiative of YMCA South Australia at any time during the 12 months prior to the Termination Date with a view to receiving Products or Services provided by YMCA South Australia

but does not include a person who had notified YMCA South Australia prior to the Termination Date that they did not wish to receive such products or services (other than through any act you have performed, indirectly or directly, in breach of the terms of this Agreement, to induce a person to not receive such products or services) and who did not continue to receive products or services continuing up to the Termination Date.

52.4 **'Confidential Information'** means all information obtained in the course of your employment with YMCA South Australia, that is by its nature confidential and includes (but is not limited to) the following, YMCA South Australia's and its Related Entities': trade secrets; Intellectual Property; confidential know-how; policies, systems and protocols; information about the business and its affairs such as pricing and fee information, marketing or strategic plans, commercial and business plans, financial information and data and operational information and methods; methodologies and supporting documentation; software products, manuals and associated tools; commercial information in relation to current and prospective operations; information about suppliers, dealers, clients or customers such as their specific requirements, arrangements and past dealings; client lists, customer lists, supplier lists, dealer lists; customer, client and supplier lists; business cards and diaries, calendars or schedulers; reports; working papers; training manuals; equipment; computer information and

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programs; the terms of this Agreement, personal and financial information of which you become aware.

- 52.5 **'Intellectual Property'** means all forms of intellectual property rights throughout the world including copyright, registered patent, design, trade mark and Confidential Information, including know-how and trade secrets.
- 52.6 **'Moral Rights'** has the meaning given to it in the *Copyright Amendment (Moral Rights) Act 2000* (Cth) and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.
- 52.7 **'Products'** means any products produced, manufactured, sold or distributed (and prospective products to be produced, manufactured, sold or distributed) by YMCA South Australia.
- 52.8 **'Restricted Person'** includes any person who was an employee, contractor, director, consultant, partner or agent of YMCA South Australia or of an affiliate, in the 12-month period preceding the termination of your employment (however occurring);
- 52.9 **'Services'** means any services offered or provided by YMCA South Australia.
- 52.10 **'Supplier'** means any Person:
- a) Who supplied any products or services to YMCA South Australia and with whom you or a Person reporting to you had contact or dealings with; or
 - b) Who has entered into discussions or negotiations with you or a Person reporting to you on behalf of YMCA South Australia, at either your own initiative, or at the initiative of a Person reporting to you, or at the initiative of YMCA South Australia, at any time during the twelve [12] months prior to the Termination Date, with a view to supplying products or services to YMCA South Australia and who had not notified YMCA South Australia prior to the Termination Date that they did not wish to supply such products or services.
- 52.11 **'Termination Date'** means your last day of employment with YMCA South Australia however occurring.
- 52.12 **'Work(s)'** means all inventions, designs, drawings, plans, software, hardware, reports, documents, systems, improvements and other materials and includes all literary, dramatic, musical and artistic works and cinematographic films in which copyright subsists.

If you accept YMCA South Australia's offer of employment on the terms and conditions set out in this Agreement, please sign the enclosed duplicate and return to me. This Agreement will remain open for acceptance for a period of five working days from its date.

I look forward to your contribution to the work of YMCA South Australia and wish you every success in your appointment.

Yours sincerely,

YMCA South Australia



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YMCA South Australia

Name

Position Title

Acceptance

I, **Name**, have read and understood this Agreement and I accept the offer of employment with YMCA South Australia on the terms contained therein.

Signed: _____

Date _____



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