



We build strong **PEOPLE**
strong **FAMILIES** strong **COMMUNITIES**

Shannon Noble
[REDACTED]

Dear Shannon

Re: Appointment as Childcare Assistant

Terms and Conditions of Employment

I am pleased to offer you employment on a casual basis with the YMCA of Sydney. If you agree to this offer, your employment with the YMCA of Sydney as a casual employee will be set out on the terms in this letter. Please read these terms carefully and, if you wish to accept this offer, please sign and return a copy.

Terms and Conditions of Employment

1. Casual Engagement

- 1.1. Your Employment with the YMCA will commence on 22 March 2010
- 1.2. Your employment with the YMCA is governed by the Miscellaneous Workers Kindergartens and Child Care Centres & c. (State) Award (until the 31 December 2009) and Children Services Award (from 1 January 2010) ("The Award").
- 1.3. Each period of engagement as a casual employee will constitute a separate period of employment from any other period of engagement and there is no guarantee of ongoing employment.

2. Position Description

- 2.1. The position to which you are appointed is Childcare Assistant and reports to the Children Service's Manager.
- 2.2. A Position Description outlines your duties in this role and is provided. A copy of this Position Description should be signed and returned with this contract.
- 2.3. The YMCA of Sydney may issue you with a revised Position Description from time to time. You must act in accordance with any directions given to you from time to time, including any policies or procedures notified to you by the YMCA.
- 2.4. By accepting employment with the YMCA of Sydney, you agree to honestly and faithfully serve the YMCA of Sydney and use your best endeavours to promote its interests and welfare.
- 2.5. The terms set out in this letter will continue to govern your employment in any period of engagement with the YMCA of Sydney despite any changes from time to time to your duties and responsibilities, remuneration or employment location, unless otherwise agreed to in writing.

YMCA of Sydney ARBN 067 150 010
Level 5, 91 George Street Parramatta NSW 2150 Australia
PO Box 1433 Parramatta NSW 2124
Telephone: (02) 9687 6233 Facsimile: (02) 9687 6244
Email contactus.sydney@ymca.org.au www.ymcasydney.org



We build strong **PEOPLE**
strong **FAMILIES** strong **COMMUNITIES**

3. Rate of Pay

- 3.1. Your rate of pay will be at a Step 1 all up casual rate of \$ [REDACTED] per hour (gross) in accordance with the Miscellaneous Workers Kindergartens and Child Care Centres & c. (State) Award (until the 31 December 2009) and Children Services Award (from 1 January 2010) ("The Award") for all time worked. You will be paid fortnightly in arrears, unless otherwise indicated in appropriate legislation, by direct deposit into an account nominated by you.

4. PLACE OF WORK

- 4.1. At the time of appointment you will be based at Caringbah YMCA. Your place of work may change during your employment with us, depending upon organizational requirement and changes to locations of offices, departments and functions

5. Superannuation

- 5.1. If your pay reaches the legislative threshold, the YMCA of Sydney will contribute the minimum amount to a complying superannuation fund in order to avoid any charge under the Superannuation Guarantee (Charge) Act 1992.
- 5.2. You are free to direct your superannuation contributions to a regulated complying superannuation fund of your choice. If you do not advise us of your choice of a regulated complying fund, your contributions will be made to the YMCA Superannuation fund chosen by the YMCA of Sydney as its default fund. If you choose your own fund and do not become a member of the default fund, you are required to provide information about your chosen fund as listed in the standard choice form in the form of a compliance letter.

6. Hours of Work

- 6.1. Your anticipated hours of work will be advised to you prior to the commencement of each period of employment. The YMCA of Sydney may vary your hours of work from time to time after discussion with you.

7. Termination of Engagement

- 7.1. Either you or the YMCA of Sydney may terminate your employment at any time by giving one hour's notice or by YMCA of Sydney giving you pay in lieu of notice.

8. Leave

- 8.1. As a casual employee you have no entitlement to annual leave or paid sick leave.

YMCA of Sydney ARBN 067 150 010
Level 5, 91 George Street Parramatta NSW 2150 Australia
PO Box 1433 Parramatta NSW 2124
Telephone: (02) 9687 6233 **Facsimile:** (02) 9687 6244
Email contactus.sydney@ymca.org.au www.ymcasydney.org



We build strong **PEOPLE**
strong **FAMILIES** strong **COMMUNITIES**

9. Confidential Information

- 9.1. You will not, either during or after your employment, use or disclose to any person any confidential information, except;
- a. In the proper performance of your responsibilities and duties;
 - b. If you are compelled by law and have used every lawful means available to you to prevent disclosure; or
 - c. If you have been authorised in writing by the YMCA of Sydney to do so
- 9.2. You shall immediately deliver to the YMCA of Sydney all confidential information capable of delivery:
- d. Upon termination of your employment; or
 - e. At any time at the request of the YMCA of Sydney or its nominee.

10. Intellectual Property

- 10.1. You acknowledge and agree that all intellectual property developed, created or conceived by you during your employment with the YMCA of Sydney, is and will be the sole and exclusive property of the YMCA of Sydney.

11. Accreditation & Qualifications

- 11.1. It is the responsibility of the staff member to ensure all minimum qualifications required to perform your position description are current and renewed prior to expiry. Copies of these qualifications and renewals should be provided to the YMCA of Sydney for inclusion in your personnel file. Failure to maintain relevant qualifications or provide current copies of qualifications may result in unpaid suspension of your duties until documentary evidence of the qualification is provided.

12. Return of YMCA Property

- 12.1. When you resign or are terminated, you are required to return all company property in good repair and working order.

13. Compliance

- 13.1. From the commencement of your employment, on an ongoing basis, your computer use, including your internet and email use, may be subject to continuous monitoring in accordance with the YMCA of Sydney policy.

14. Entire Agreement

- 14.1. This agreement may only be varied, replaced or terminated by an agreement in writing signed by yourself and an authorised representative of the YMCA of Sydney. This agreement embodies the entire understanding of the parties in relation to your employment by the YMCA of Sydney and all previous negotiations, representations or agreements are superseded by this agreement.

YMCA of Sydney ARBN 067 150 010
Level 5, 91 George Street Parramatta NSW 2150 Australia
PO Box 1433 Parramatta NSW 2124
Telephone: (02) 9687 6233 **Facsimile:** (02) 9687 6244
Email contactus.sydney@ymca.org.au www.ymcasydne.org



We build strong **PEOPLE**
strong **FAMILIES** strong **COMMUNITIES**

15. Company Policies and Procedures

- 15.1. You are required to comply with the policies and procedures of the company. The company's policies and procedures and this requirement, as amended from time to time, form part of this offer of employment.
- 15.2. These include but are not limited to Occupational Health & Safety, Equity and Diversity policies, Termination policies and other Workplace Place policies.

16. Definitions

For the purposes of this letter:

- 16.1. **Confidential Information** means all information regardless of the manner in which it is recorded or stored, including but not limited to information in an electronic form, relating to the business interest, methodology or affairs of the Group, or any person or entity which the Group deals or is concerned with.
- 16.2. **Intellectual Property** means patents, trade marks, copyright, and designs, whether registered or unregistered and software developments, computer programs, eligible layout rights, know-how, processes, inventions and improvements in procedure made or discoveries conceived.
- 16.3. **NAPSA** means a Notional Agreement Preserving a State Award as defined under the Fair Workplace Relations Act 2009.

I look forward to receiving your acceptance of this offer.

Yours sincerely,

Kristen James
Training and Human Resources Officer
YMCA of Sydney

I have read and accept employment with YMCA on the terms and conditions set out in this letter.

Shannon Noble
Name

Shannon Noble 18/3/10
Signature Date