

## F.1. Employment Conditions

### 1.0 INTRODUCTION/BACKGROUND

Mercy Services believes that providing a positive work environment in which employees feel that they are valued and treated fairly is vital to Mercy Services' success. Mercy Services recognises that employment conditions contribute to an environment that fosters good working relationships at all levels and offers flexible and supportive work practices.

From 1 January 2010 the NSW Government has transferred its industrial relations powers for non-Public Servants to the Australian Government. As a consequence Mercy Services employees are covered by the Federal Industrial Relations system and Awards.

The Australian Government's Fair Work Act 2009 provides the following safety net of minimum terms and conditions of employment through the National Employment Standards (NES):

1. A maximum standard working week of 38 hours for full-time employees, plus 'reasonable' additional hours.
2. A right to request flexible working arrangements to care for a child under school age, or a child (under 18) with a disability.
3. Parental and adoption leave of 12 months (unpaid), with a right to request an additional 12 months.
4. Four weeks paid annual leave each year (pro rata).
5. Ten days paid personal/carer's leave each year (pro rata), two days paid compassionate leave for each permissible occasion, and two days unpaid carer's leave for each permissible occasion.
6. Community service leave for jury service or activities dealing with certain emergencies or natural disasters. This leave is unpaid except for jury service.
7. Long service leave.
8. Public holidays and the entitlement to be paid for ordinary hours on those days.
9. Notice of termination and redundancy pay.
10. The right for new employees to receive the Fair Work Information Statement.

In addition to the NES, Mercy Services employees will have additional requirements specified in the relevant Award.

### 2.0 SCOPE

The scope of this policy applies to all employees of Mercy Services.

### 3.0 POLICY STATEMENT

Mercy Services is committed to providing employees with working conditions that comply with relevant legislation and which are comparable with industry standards.

Mercy Services is committed to ensuring that:

- a) its employee conditions meet the conditions set out in the relevant Award under which they are covered or are better than the Award; and
- b) it meets all legal, industrial, taxation and anti-discrimination requirements relating to employment.

### 4.0 PROCEDURES

#### 4.01 Awards

Mercy Services may choose to employ staff under a relevant award to ensure consistency of conditions of employment.

A guide to the Award classification for Community Care Assistants is:

<i>Qualification</i>	<i>Pay rate</i>
No qualification	HCE Level 2 PP2
Certificate 3	HCE Level 3 PP1
Certificate 4	HCE Level 3 PP2

A modern award does not apply, but the NES does, to Mercy Services employees with an employment agreement guaranteeing a high income (as at 01/07/15 more than \$136,700 annually is defined as high income by the Fair Work Ombudsman).

A copy of the relevant awards is available on the internet or from the Mercy Services payroll office for anyone to refer to when they are offered a position at Mercy Services. In the event of a conflict between the agreement and this policy, the award prevails.

#### 4.02 Enterprise Agreements

Mercy Services may choose to negotiate an enterprise agreement with employees or employee representatives (such as a union or other bargaining representative). If Mercy Services does engage in an enterprise bargaining process it will do so in accordance with the rules set out by Fair Work Australia.

Once approved by Fair Work Australia, an Enterprise Agreement is enforceable and provides for changes in the terms and conditions of employment that apply at your workplace.

#### 4.03 Employment Agreement

All employees will be given an Employment Agreement stating the position, Award or Enterprise Agreement, classification under the Award or Enterprise Agreement and setting out all other conditions of their employment.

The Employment Agreement is written by the Director of Care/Manager supporting the service in which the employee works. The Chief Executive Officer (CEO) writes Employment Agreements for Managers. The Employment Agreement is signed by the CEO, the employee and a witness of the employee's signature. Employment

Agreements use the standard template available from the Catholic Commission for Employment Relations.

Employment Agreements for permanent part-time staff state the minimum that Mercy Services guarantees to pay them regardless of hours worked. A guide to determining minimum contract hours for Community Care Assistants is:

<b><i>Fortnightly range of hours currently worked</i></b>	<b><i>Minimum contract hours per fortnight</i></b>
More than 60 hours	30 hours
40-59 hours	20 hours
20-39 hours	10 hours
10-19 hours	5 hours
Less than 10 hours	Casual (not part-time)

#### **4.04 Enhanced employment conditions**

When appropriate, Mercy Services will utilise lawful and suitable options to provide employment conditions and remuneration above the minimum set out in the award. The use of salary sacrifice and fringe benefits are ways that Mercy Services can enhance employment conditions (see Appendix 1).

Mercy Services will warn employees that salary sacrifice may impact on government calculations for benefits, tax, child support etc and that employees should seek independent financial advice before starting salary sacrificing.

#### **4.05 Improvements in pay and conditions**

Staff will automatically receive increases in pay resulting from Fair Work Australia changes to Award rates.

Staff may request an increase in their pay/conditions when they can demonstrate an improvement in their productivity/performance. Completion of a relevant qualification may be seen as evidence of ability to complete higher standard work e.g. when a Community Care Assistant gains a Certificate IV qualification.

Staff completing work of a more complex or responsible nature may negotiate to have this recognised by a higher pay rate, e.g. Community Care Assistants completing high level personal care work will be paid at a higher rate for the time they spend doing these tasks.

#### **4.06 Staff leave**

While the intention at Mercy Services is that we grant staff their preferred holiday leave dates that is not always possible.

Operational requirements mean that some programs must shutdown for short periods and staff need to use their leave.

There are also times when staff request leave but operational requirements mean that core client services would suffer should such a request be granted. This lack of flexibility is often the case when demand for leave is high such as during school holidays, summer and the days adjoining public holidays. School holidays are also a time when child minding responsibilities mean that some staff do not have the flexibility to cover another's leave. The Coordinator, Manager or Director of Care will ascertain how many staff can have leave without a damaging restriction of client

services. Generally leave is granted to the person who first applies for those dates. In relation to dates in high demand the Coordinator, Manager or Director of Care may ask staff to apply early and will try to offer the leave to those who have normally not taken leave during peak times. When a staff person's preferred leave request cannot be granted the staff person has the option of renegotiating their leave dates.

Staff taking leave should first use time-in-lieu and accrued days off before using annual leave.

To prevent burnout and to encourage a balanced lifestyle, Mercy Services management will ensure employees take leave rather than accumulate excessive unused annual leave, accrued days off and time-in-lieu (see: G.23 Staff Wellness Policy).

#### **4.07 Public Holidays**

When a public holiday falls on a day a person usually works that person will be paid their usual hours at ordinary pay rates. If some or all of that work is transferred to another day the worker is still paid for the usual hours on a public holiday. This applies to full-time and part time staff but not staff under casual employment status.

#### **4.08 Payment of wages when work cancelled at short notice**

Mercy Services will provide as much notice as possible of a cancellation of shifts. If a client or Mercy Services cancels a shift without providing twenty four hours notice to the worker Mercy Services will offer payment or alternative work. The alternative work may be with a different client, or of a different nature to the rostered work, or it may involve training/education. The worker may refuse the alternative work but if they do so they will not be paid.

#### **4.09 Payment of meal and time while eating with clients**

Workers who are required to be with clients during a meal break are paid for their time. If necessary, additional staff may be rostered so that staff can take turns at having a break from client contact.

Mercy Services provides tea and coffee facilities at Mercy Services sites only – away from Mercy Services Centres staff pay for their own drinks and snacks.

Mercy Services does not normally provide lunch for staff. Mercy Services will reimburse staff up to \$15 for a meal and drink when staff are accompanying clients with a cognitive deficit and that client requires modelling for them to eat a meal.

If staff want to purchase a meal (to eat-in or take away) that was prepared as part of a centre based activity they can do so at the same value as paid by clients.

If on an outing the facility (e.g. to a Registered Club) offers to provide a free drink or lunch to Mercy Services driver and support staff then this will be accepted (if only one person is offered a free lunch they will politely decline or accept and pay other staff the equivalent proportion of their meal).

Clients are not allowed to buy a drink/snack /lunch for Mercy Services staff.

#### 4.10 Fitness for Work

Mercy Services recognises that people may occasionally experience personal issues that affect their performance. Mercy Services employees are responsible for managing elements of their own personal well-being which may affect work performance and safety, such as fatigue, stress, impairment due to prescription or non-prescription drugs, alcohol and one's physical and emotional state. Employees will not attend work if they know that they are unfit.

Where an employee is unfit for work due to illness or injury and takes more than two days leave, a medical certificate must be provided by a doctor. If the employee cannot reasonably obtain a medical certificate, the employee must supply other evidence acceptable to Mercy Services to support their absence from work, including but not limited to a statutory declaration.

Mercy Services may also require a medical certificate from a doctor when the employee has taken multiple single days off or a pattern of absences due to illness or injury of self or family member.

Mercy Services may require a medical certificate from a doctor should the employee take sick leave prior to, or after, other days off (including rostered, annual leave and public holidays).

Mercy Services supervisors will respond to repeated or persistent occasions of employees presenting to work in an unfit condition by:

- a) taking action to protect the employee and/or others from risks of injury or ill health; and/or
- b) implementing disciplinary procedures related to performance improvement.

If an employee feels unfit to work competently prior to the commencement of the work-shift, that employee will decide not to attend work and will ensure that their supervisor is contacted as soon as is practicable in order to provide the best chance of a replacement staff member being organised.

If a condition arises during the work-shift such that the employee feels unfit to continue to work competently, the employee will inform their supervisor.

If an employee has presented to work in an unfit condition, or such a condition arises during the work-shift, their supervisor shall, as appropriate:

- a) raise issues of performance and safety, and agree to action, to resolve related concerns;
- b) request a medical certificate from the employee in relation to fitness for work;
- c) refer the employee to the Employee Assistance Program;
- d) advise/instruct the employee to take leave, ensuring that the employee is able to get home safely, either on their own or by providing such transport if possible;
- e) keep in regular contact with the employee to offer support; and/or
- f) document the event.

Repeated or persistent occasions of employees presenting to work in an unfit condition will be addressed by their supervisor in consultation with the relevant Mercy Services Managers/Director of Care through WHS and performance management procedures.

#### 4.11 Termination of Employment:

##### Casual Employees

Termination of employment will occur at the instruction of Mercy Services or the employee.

##### Fixed Term

Termination of employment will occur automatically at the end of a fixed-term unless there is mutual agreement by Mercy Services and the employee to enter into a new period of employment.

##### Permanent Employees

Full-time and Part-Time employees may terminate their employment with Mercy Services through resignation or retirement.

Mercy Services may terminate an employee's employment on the basis of:

- a) redundancy (*as per award and Australian Tax Office requirements*);
- b) Abandonment of employment – employee fails to start/complete rostered work without her/his supervisor's approval;
- c) persistent underperformance (*see F.6 Management of Poor Conduct or Performance Policy*);
- d) persistent misconduct (*see F.6 Management of Poor Conduct or Performance Policy*); and/or
- e) loss of a licence, registration, criminal record clearance, capacity or qualification which results in the employee becoming incapable of performing his or her duties and where the service cannot accommodate the variation in his/her duties without significant cost/program disruption.

A staff member's employment may be terminated without notice for serious misconduct.

The CEO is authorised to terminate employment of Mercy Services employees.

Periods of notice and severance payments will apply to most forms of termination, as specified in the particular industrial award under which the employee is employed.

A current or past employee may request their direct supervisor provide them with a written reference. All written references must be approved by a Manager/Director of Care or the CEO before they are given to the employee. A copy of the reference will be retained in the employee's personal record folder.

When notice of termination of employment has been served by Mercy Services or the employee:

- a) Their supervisor will offer an exit interview. If the employee does not want an exit interview they will be provided with the Exit Interview Record form (Appendix 2) for them to complete and send to the CEO.
- b) relevant Mercy Services Coordinator/Manager/Director of Care will:
  - make sure there is a letter of resignation from the employee if they resigned, or a letter of termination from the CEO if they were dismissed. (Copies of these letters should be kept with the employees file);

- if requested, prepare a reference or statement of service;
  - make sure that property belonging to Mercy Services is returned, including keys, security disk, files and equipment.
- c) Payroll staff will prepare the employee's termination payment including:
- calculate ordinary wages due or wages in lieu of notice;
  - calculate annual leave due to the date of termination. This is paid at the employee's current rate of pay;
  - calculate any leave loading in accordance with the award;
  - check if the employee is entitled to pro-rata long service leave;
  - check if any allowances are owing (e.g. travel, meals);
  - check if the employee owes Mercy Services any monies;
  - prepare a written statement showing the detailed calculation of all monies to be paid to the employee; and
  - upon request - complete a Department of Social Services Employment Separation Certificate and give it to the employee.

**4.12 Compliance**

As a way of checking that this policy is being complied with the CEO will conduct an annual audit of 10% of Employee files. If a deviation from the Policy is found to have occurred the CEO will address this with the relevant staff.

**4.13 Evaluation**

The performance indicators for the evaluation of this policy are:

- 90% satisfaction with the accuracy and completeness of employee files found in annual audit.

**5.0 REFERENCES**

<b>1. Current issues</b>	a) None identified
<b>1. Australian Standards</b>	b) National Employment Standards
<b>2. Legislation</b>	a) Work Health Safety Act, 2011 (NSW) b) Work Health Safety Regulations, 2011 (NSW) c) Anti Discrimination Act, 1977(NSW) d) Industrial Relations Act, 1996 (NSW) e) Fair Work Act, 2009 (Cth)
<b>3. Professional guidelines</b>	a) None identified
<b>4. Codes of Practice</b>	a) None identified
<b>5. Codes of Ethics</b>	a) Australian Association of Social Workers Code of Ethics <a href="http://www.aasw.asn.au/document/item/1201">http://www.aasw.asn.au/document/item/1201</a> b) Australian Psychological Association Code of Ethics <a href="http://www.psychology.org.au/Assets/Files/Code_Ethics_2007.pdf">http://www.psychology.org.au/Assets/Files/Code_Ethics_2007.pdf</a> c) The Nursing and Midwifery Board of Australia. Registration Requirements <a href="http://www.nursingmidwiferyboard.gov.au/Registration-Standards.aspx">http://www.nursingmidwiferyboard.gov.au/Registration-Standards.aspx</a> d) Integrity in the Service of the Church <a href="https://www.catholic.org.au/media-centre/media-releases/cat_view/10-organisations/38-national-committee-for-professional-standards">https://www.catholic.org.au/media-centre/media-releases/cat_view/10-organisations/38-national-committee-for-professional-standards</a> e) Mercy Services Code of Conduct

<b>6. Evidence</b>	a) ATO (2006) Fringe benefits tax for non-profit organisations NAT 14947-06.2006
<b>7. Mercy Services Values</b>	a) Justice, Respect, Care, Unity, Service

**6.0 OTHER RELATED POLICIES**

- A.02 Code of Conduct – Board
- A.03 Code of Conduct – Staff/Volunteers
- B.2 Delegations
- C.1 Management Roles and responsibilities
- C.6 Risk Management
- E.15 Protection and Vulnerable Adults from Abuse and Neglect
- E.16 Protection of Children from Abuse and Neglect
- E.18. Privacy
- F.03 Recruitment
- F.05 Review and Development
- F.06 Management of Poor Conduct or Performance
- G.05 Risk Management
- G.07 Anti Aggression and Bullying

**7.0 RELATIONSHIP WITH STANDARDS**

<b><i>Aged Care Accreditation Standards</i></b>	<b><i>Home Care Standards</i></b>	<b><i>Disability Standards</i></b>	<b><i>EQUP Standards</i></b>
1.1, 1.2, 1.3, 1.6, 1.8, 2.1, 2.2, 2.3, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 4.5,	1.1, 1.2, 1.7	1.1, 1.9, 2.1, 2.3, 3.4, 6.1,6.3, 6.5, 6.6, 6.7	2.1.2, 2.2.1, 2.2.2, 2.2.4, 2.3.1, 3.2.1

**8.0 DOCUMENT CHANGES RECORD**

<b><i>Dates of change</i></b>	<b><i>Section altered</i></b>	<b><i>Natures of changes made</i></b>
12/09/2006	Section 11 Position Descriptions and Conditions of Employment	Document created
31/08/2009	Mercy Services Staff Employment Package Contents	Updated
10/02/2010	Multiple sections	Updated with new Federal IR Laws
09/02/2011	a) Awards b) Current 4.2 Enterprise Agreements c) Current 4.3 Employment Agreement d) Current 4.4 Enhance Employment Conditions e) Current 4.5 Payment of wages when work cancelled at short notice f) Current 4.6 Payment of meal and time while eating with clients g) Current 4.7 Fitness for work h) Current 4.8 Termination of Employment i) 7.0 Standards	a) Clarify which Award applies to each position at Mercy Services b) Previously 4.3 c) Deleted list of areas covered in Employment Agreements and that anyone can witness the employee's signature. Also was previously 4.4. d) Previously 4.2 e) New section to policy f) New section to policy g) Previously 4.5 h) Previously 4.6 and Employment Separation Certificate now only provided upon request and written reference requires Management approval and exit interview offered to all staff (form sent to those who refuse)

		i) Updated with new Community Care and EQuIP standards
17/05/2011	a) 4.5 Public Holidays	a) New section
22/03/2012	a) 4.05 Improvements in pay and conditions b) 4.06-4.10 c) 4.11 Compliance and 4.12 Evaluation	a) New section b) Renumbered due to new 4.03 c) New sections
29/06/2012	a) 4.01 Awards b) 4.10 Termination of employment	a) List of positions updated b) Inclusion of criminal record clearance as essential requirement for employment
27/11/2012	All Sections	Organisation name updated.
21/01/2013	a) 4.05 Improvements in pay and conditions b) 4.06 Staff leave c) Appendix 2	a) Addition of higher rate paid for more complex/responsible work b) New section added – renumbering following sections c) Changes in questions
08/08/2014	a) 4.01 Awards b) 4.03 Employment agreement c) 4.06 Staff leave d) 4.08 Payment of wages when work cancelled at short notice e) 4.09 Payment of meal and time while eating with clients f) 4.10 Fitness for work g) 5.0 References h) 7.0 Relationship with Standards	a) Delete list of positions and Awards added a guide for determining CCA Award classification b) Added section saying the Employment Agreement states whether a person is paid under an Award or EBA also added section guiding the determination of permanent part-time minimum contract hours. c) Include Director of Care d) Reword to refer to all permanent part-time workers e) First sentence reworded to refer to all staff f) Inclusive of Director of Care g) Updated Codes of Ethics h) Add Aged Care Accreditation Standards
31/03/2016	a) Introduction/Background b) Scope c) 3.0 Policy Statement d) 4.01 Awards e) 4.03 Employment Agreement f) 4.05 Improvements in pay and conditions g) 4.08 Payment of wages when work cancelled at short notice h) 4.09 Payment of meal and time while eating with clients	a) Minor changes b) Reworded to be more succinct c) Move paragraph on access to Award to 4.01 Awards d) See c above. Update information on high income employees. e) Add that CCER template is used. f) CCA doing high level personal care is paid at a higher rate (no longer at the Cert 4 rate) g) Remove requirement that wages are only paid for cancelled shifts which are additional hours. h) Make charge for a meal supplied by Mercy the same as charge clients pay not \$5
29/08/2016	a) 4.10 Fitness for Work	a) New 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> paragraphs on sick leave
Review due 29/08/2019		

Appendix 1

**Fringe Benefit Options and Impact on Remuneration Packages**

<b>Contract Option</b>	<b>Variation</b>
Salary sacrifice	for personal payments e.g. credit card, mortgage
Use of company car	Between work and home
	Plus personal use within 100km radius
	Plus all personal use except during periods of extended leave
	Plus full and unrestricted personal use
Personal use of company mobile phone	Local landlines and local mobiles
	Plus full and unrestricted personal use
<b>Fringe Benefits tax exempt items</b>	
➤ Salary sacrifice as extra superannuation	
➤ Portable electronic device used mainly for work e.g., a mobile phone, calculator, personal digital assistant, laptop, portable printer and portable global positioning system (GPS) navigation receiver	
➤ item of computer software	
➤ item of protective clothing	
➤ briefcase	
➤ tool of trade	
➤ meals, entertainment provided by Mercy Services	
➤ entertainment facility leasing expenses provided by Mercy Services	
➤ car parking	
➤ some taxi travel	
➤ in-house health care facilities, and	
➤ most minor benefits where the value of the benefit is less than \$300 and it would be unreasonable to treat it as a fringe benefit.	

### EXIT INTERVIEW RECORD

#### Opening of Interview

1. Discuss the various 'housekeeping' tasks associated with leaving the organisation e.g. when and to whom to return keys/security tags, how they will receive their final eligible termination payment.
2. Explain the purpose of the exit interview and assure the employee of the confidentiality of the discussion.

#### Exit Interview Questions

##### *What is your main reason for leaving?*

- |  |  |
|--|--|
| <input type="checkbox"/> Family commitments              | <input type="checkbox"/> Conditions at Mercy Services were intolerable |
| <input type="checkbox"/> Better career options elsewhere | <input type="checkbox"/> Dismissed                                     |
| <input type="checkbox"/> Retirement                      | <input type="checkbox"/> Ill health/disability                         |
| <input type="checkbox"/> Other.....                      |  |

Comment: .....

##### *How well did the position meet your expectations?*

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Very poorly	Poorly	Neither poorly nor well	Well	Very well

Comment:.....

##### *What changes (if any) do you believe should be made to the position?*

Comment:.....

.....

##### *How well did Mercy Services support you in your position?*

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Very poorly	Poorly	Neither poorly nor well	Well	Very well

Comment:.....

.....

**How well did Mercy Services provide you with training?**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Very poorly	Poorly	Neither poorly nor well	Well	Very well

Comment:.....

**How well did Mercy Services provide you with professional development opportunities e.g. participation in committees/workgroups or temporarily working in another position?**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Very poorly	Poorly	Neither poorly nor well	Well	Very well

Comment:.....

**Would you encourage others to work at Mercy Services**       Yes       No

Comment: .....

**Any other comments you would like to make?**

.....

.....

**Conclusion of Interview**

Wish the employee well and thank them for their time and effort in attending the interview.

**Mercy Services Action to be taken** .....

.....

**Signed:**

.....  
(Employee)

.....  
(Date)

.....  
(Employer)

.....  
(Date)