

# **MARYMEAD CHILD AND FAMILY CENTRE**

## **COLLECTIVE TEAMWORK AGREEMENT 2008-2012**

### **Preamble**

An Agreement was first lodged with the Workplace Authority in June 2008. Notification that it was not approved was received on 25 June 2009.

This amended Agreement will take effect seven days after the date on which it is approved by Fair Work Australia.

### **Nominal Expiry Date**

The Nominal Expiry Date of this Agreement is 30 June 2012.

### **Review of Conditions**

Regular review of payments and allowances will be conducted throughout the lifetime of this agreement to ensure that employees are not disadvantaged if there are changes in the external environment, including legislative or Award changes.

### **Persons Bound and Parties**

This Agreement is made under section 327 of the *Workplace Relations Act 1996* (the Workplace Relations Act). It applies to and binds all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement.

### **Operation of the agreement**

The parties to this Agreement agree that this Agreement constitutes a closed Agreement in settlement of all matters for its duration. No party to this Agreement may make any extra claims that would affect employees' terms and conditions of employment under this Agreement.

This Agreement is a comprehensive agreement and excludes the protected award conditions (as defined in the Workplace Relations Act, as amended from time to time) and any conditions that are about, incidental to, or machinery provisions to, protected award conditions, within the ACT SACS Award 2001 (as varied from time to time).

Note: The protected award conditions are award conditions that are excluded from the Agreement, that would, but for this Agreement, have effect in relation to the employment of employees under this Agreement and relate to the following matters; rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or for shift work, penalty rates,

outworker conditions; and any other award conditions specified as protected award conditions in Regulations made under the Workplace Relations Act.

**Various employment provisions contained within this Agreement are administered in conjunction with Marymead guidelines. Marymead guidelines do not form part of this Agreement and if there is any conflict this Agreement will prevail over guidelines.**

## **Definitions**

'Agreement' means this document, including any Schedules, Annexures and terms from any other industrial instrument that have been incorporated by reference.

'Marymead' means Marymead Child and Family Centre.

'Employee' means a person employed by Marymead under this Collective Teamwork Agreement, whether engaged on a full-time, part-time, contractual or casual basis. All references to an employee also include the plural.

'CEO' means the Chief Executive Officer of Marymead.

'The Board' means the Board of Marymead Child and Family Centre.

'DCS' means the Director of Client Services.

'Manager' means the manager of a number of Programs which are the responsibility of Team Leaders.

'Team Leader' means those employees who are directly responsible for overseeing, leading and reporting to the Manager.

'Program Worker' or 'Administration Worker' means employees who generally, but not exclusively, work within the hours of 6am to 7pm Monday to Friday.

'DCW' means Direct Care Worker. Direct Care Workers are employees who work a mix of day, afternoon or night shifts with clients of residential and respite programs.

'Support Worker' also means employees who work a mix of day, afternoon or night shifts with clients of residential and respite programs. For the purposes of this Agreement, DCW will also include 'support worker'.

'Shift work' means employees who work a mix of day, afternoon or night shifts.

'TOIL' means time off in lieu of payment for work performed (can also be known as 'TIL').

'Guidelines' means procedures relating to Marymead as an agency as well as procedures relating to specific programs.

**In the following Agreement, Part A (sections 1-13) refers to conditions which affect all employees, unless otherwise stated. Part B (section 14) refers to conditions which are specific to Shift Workers – Direct Care Workers and Support Workers.**

## **Aims and Objectives**

The aims and objectives of this Collective Teamwork Agreement are:

- to assist in the provision of efficient and effective services, which meet the current and changing needs of the children and families Marymead works with, through fair and flexible work practices;
- to maintain and further improve service provision by attracting and retaining qualified, experienced and pro-active employees who have the skills to provide innovative, strengths-based and effective programs; and
- to provide human resource management strategies, rules of engagement and pay and conditions of work, which promote workplace diversity and a positive organisational culture where contributions from employees are valued.

## **Values**

This Agreement recognises and builds on the following values:

- Merit based selection of employees;
- Employees undertaking comparable work are employed under comparable conditions;
- The partnership between Marymead and each employee to maintain each individual's employability through continuous learning and development;
- Teamwork and consultative partnerships with employees;
- A safe working environment that is discrimination free, respects diversity, nurtures well-being, and encourages a balance between work and the rest of life;
- A strong identification with Marymead's philosophical foundations as expressed in its Vision and Mission Statements.

# Agreement to this Collective Teamwork Agreement

## Signatories

**1. Name:** .....

Address: .....

Position: Chief Executive Officer, Marymead Child and Family Centre

Signature and Date.....

## Witness

Name: .....

Address: .....

Signature and Date.....

**2. Name:** .....

Address: .....

Position: Staff Representative, Marymead Child and Family Centre

Signature and Date.....

## Witness

Name: .....

Address: .....

Signature and Date: .....

# CONTENTS

|   |           |
|---|-----------|
| <b>PART A – ALL STAFF .....</b>   | <b>13</b> |
| <b>1 Engagement of Employees.....</b>   | <b>13</b> |
| <b>1.1 Types of Employment .....</b>  | <b>13</b> |
| 1.1.1 <i>Full-time employment.....</i>  | <i>13</i> |
| 1.1.2 <i>Part-time employment.....</i>  | <i>13</i> |
| 1.1.3 <i>Casual employment .....</i>  | <i>13</i> |
| 1.1.4 <i>Fixed term employment.....</i>                                       | <i>13</i> |
| <b>1.2 Probation.....</b>   | <b>13</b> |
| <b>1.3 Induction .....</b>  | <b>14</b> |
| <b>1.4 Employee Responsibilities .....</b>                                    | <b>14</b> |
| <b>2 Working Time Arrangements .....</b>                                      | <b>15</b> |
| <b>2.1 Span of Hours .....</b>  | <b>15</b> |
| <b>2.2 Hours of Work.....</b>   | <b>15</b> |
| 2.2.1 <i>Full-time employees.....</i>   | <i>15</i> |
| 2.2.2 <i>Part-time employees.....</i>   | <i>15</i> |
| 2.2.3 <i>Casual employees.....</i>  | <i>15</i> |
| <b>2.3 Minimum Payment / Engagement .....</b>                                 | <b>15</b> |
| <b>2.4 Penalty Rates .....</b>  | <b>15</b> |
| <b>2.5 Work Free Periods.....</b>   | <b>16</b> |
| <b>2.6 Flexible Work Hours / Make-up Hours .....</b>                          | <b>16</b> |
| <b>2.7 Working Extra Hours .....</b>  | <b>16</b> |
| <b>2.8 Emergency Work .....</b>   | <b>17</b> |
| <b>2.9 Time Off in Lieu / Time in Lieu (TOIL/TIL) – Non-shift employees..</b> | <b>17</b> |
| <b>2.10 Shift Work.....</b>   | <b>17</b> |
| <b>2.11 Meal Breaks / Rest Breaks .....</b>                                   | <b>17</b> |
| <b>2.12 Excursions – non-shift employees.....</b>                             | <b>17</b> |

|          |   |           |
|----------|---|-----------|
| 2.13     | Meetings / Training .....                                 | 18        |
| <b>3</b> | <b>Rates of Pay and Pay Related Matters.....</b>          | <b>19</b> |
| 3.1      | Payment.....  | 19        |
| 3.2      | Job Classification Structure .....                        | 19        |
| 3.3      | Wages .....   | 19        |
| 3.4      | Superannuation .....                                      | 19        |
| 3.5      | Salary Sacrifice and Salary Packaging .....               | 20        |
| 3.6      | Recall to Work.....                                       | 20        |
| 3.7      | Performance of Duties .....                               | 20        |
| 3.8      | Reasonable Direction .....                                | 20        |
| 3.9      | Higher Duties .....                                       | 21        |
| 3.10     | Salary on Promotion.....                                  | 21        |
| 3.11     | Incremental Progression.....                              | 21        |
| <b>4</b> | <b>Allowances .....</b>                                   | <b>22</b> |
| 4.1      | Use of Motor Vehicles .....                               | 22        |
| 4.1.1    | <i>Approval to use private motor vehicle.....</i>         | <i>22</i> |
| 4.1.2    | <i>Documentation.....</i>                                 | <i>22</i> |
| 4.1.3    | <i>Motor vehicle allowance .....</i>                      | <i>22</i> |
| 4.2      | Meal Allowance .....                                      | 22        |
| 4.3      | First Aid Allowance .....                                 | 22        |
| 4.4      | On-Call Allowance .....                                   | 22        |
| 4.4.1    | <i>On-Call leave .....</i>                                | <i>23</i> |
| 4.5      | Protective Clothing, Equipment Allowance and Uniform..... | 23        |
| 4.6      | Telephone Allowance .....                                 | 23        |
| 4.7      | Home Based Work.....                                      | 23        |
| 4.8      | Travel Allowance .....                                    | 24        |

|   |           |
|---|-----------|
| <b>5 Organisational and Individual Employee Health and Well-being .....</b> | <b>25</b> |
| <b>5.1 Occupational Health and Safety (OH&amp;S) .....</b>                  | <b>25</b> |
| <b>5.2 Organisational Health and Well-being .....</b>                       | <b>25</b> |
| <b>5.3 Workplace Support.....</b>   | <b>25</b> |
| <b>5.4 Support for Practice .....</b>                                       | <b>26</b> |
| <b>5.5 Professional Development.....</b>                                    | <b>26</b> |
| <b>5.6 Scholarships .....</b>   | <b>27</b> |
| <b>5.7 Employee Assistance Program .....</b>                                | <b>27</b> |
| <b>5.8 Immunisations .....</b>  | <b>27</b> |
| <b>5.9 Amenities .....</b>  | <b>27</b> |
| <b>5.10 Consultative Forum.....</b>   | <b>28</b> |
| <b>6 Personal Leave.....</b>  | <b>29</b> |
| <b>6.1 Sick Leave .....</b>   | <b>29</b> |
| 6.1.1 <i>Definition and entitlement.....</i>                                | <i>29</i> |
| 6.1.2 <i>Part day absences .....</i>  | <i>30</i> |
| 6.1.3 <i>Sick leave whilst on annual leave.....</i>                         | <i>30</i> |
| <b>6.2 Carer's Leave .....</b>  | <b>30</b> |
| <b>6.3 Compassionate Leave.....</b>   | <b>31</b> |
| 6.3.1 <i>Paid compassionate leave .....</i>                                 | <i>31</i> |
| 6.3.2 <i>Compassionate leave taken as personal Leave/ .....</i>             | <i>31</i> |
| 6.3.3 <i>Unpaid compassionate leave for casual employees .....</i>          | <i>31</i> |
| 6.3.4 <i>Reasonable evidence.....</i>                                       | <i>31</i> |
| <b>6.4 Definition of Immediate Family Member .....</b>                      | <b>31</b> |
| <b>7 Annual (Recreation) Leave .....</b>                                    | <b>33</b> |
| <b>7.1 Accruing Annual Leave.....</b>                                       | <b>33</b> |
| 7.1.1 <i>Shift workers .....</i>  | <i>33</i> |
| 7.1.2 <i>Non-shift workers .....</i>  | <i>33</i> |

|          |   |           |
|----------|---|-----------|
| 7.2      | Taking of Annual Leave .....  | 33        |
| 7.3      | Leave Loading .....   | 34        |
| <b>8</b> | <b>Parental Leave.....</b>  | <b>35</b> |
| 8.1      | Applicability .....   | 35        |
| 8.2      | Definition .....  | 35        |
| 8.3      | Entitlements .....  | 35        |
| 8.4      | Maternity Leave .....   | 35        |
| 8.5      | Special Maternity Leave .....   | 36        |
| 8.6      | Paternity and Partner Leave .....   | 36        |
| 8.7      | Adoption / Fostering Leave .....  | 36        |
| 8.8      | Adoption – Bonding Leave .....  | 37        |
| 8.9      | Foster Care – Bonding Leave .....   | 37        |
| 8.10     | Variation of Period of Parental Leave .....                               | 37        |
| 8.11     | Parental Leave and Other Entitlements .....                               | 37        |
| 8.12     | Transfer to a Safe Job .....  | 38        |
| 8.13     | Paid Maternity and Parental Leave .....                                   | 38        |
| 8.13.1   | <i>Paid maternity leave.....</i>  | <i>38</i> |
| 8.13.2   | <i>Paid paternity/partner leave .....</i>                                 | <i>38</i> |
| 8.13.3   | <i>Adoption.....</i>  | <i>39</i> |
| 8.13.4   | <i>Foster care.....</i>   | <i>39</i> |
| 8.14     | Returning to Work After a Period of Parental Leave, Paid and Unpaid ..... | 39        |
| <b>9</b> | <b>Other Leave .....</b>  | <b>40</b> |
| 9.1      | Public Holidays.....  | 40        |
| 9.2      | Additional Holidays .....   | 40        |
| 9.3      | Study Leave .....   | 41        |
| 9.4      | Leave Without Pay (LWOP).....   | 41        |
| 9.5      | Long Service Leave (LSL).....   | 41        |

|           |   |           |
|-----------|---|-----------|
| 9.6       | Leave in Exceptional Circumstances.....   | 42        |
| 9.7       | Jury Service .....  | 42        |
| 9.8       | Blood Donors.....   | 42        |
| 9.9       | Cultural Leave / Aboriginal Custom and Traditional Law .....                            | 42        |
| <b>10</b> | <b>Managing Underperformance and Dispute Avoidance/<br/>Resolution Procedures .....</b> | <b>43</b> |
| 10.1      | Underperformance / Failure to follow procedures and directions .                        | 43        |
| 10.2      | Dispute Avoidance / Resolution and Grievances .....                                     | 43        |
| <b>11</b> | <b>Separating from Marymead .....</b>   | <b>45</b> |
| 11.1      | Resignation.....  | 45        |
| 11.2      | Termination.....  | 45        |
| 11.2.1    | <i>Notice of termination by employer.....</i>   | <i>45</i> |
| 11.2.2    | <i>Notice of termination by an employee .....</i>                                       | <i>45</i> |
| 11.2.3    | <i>Summary dismissal.....</i>   | <i>46</i> |
| 11.2.4    | <i>Legislation.....</i>   | <i>46</i> |
| 11.3      | Redundancy.....   | 46        |
| 11.4      | Transfer to lower paid duties.....  | 47        |
| 11.5      | Employee leaving during notice period.....  | 47        |
| 11.6      | Job search entitlement.....   | 47        |
| 11.7      | References .....  | 47        |
| <b>12</b> | <b>Worker’s Compensation .....</b>  | <b>48</b> |
| <b>13</b> | <b>Anti Discrimination and Diversity in the Workplace.....</b>                          | <b>49</b> |
|           | <b>PART B – SHIFT WORKERS: Direct Care Workers and Support<br/>Workers.....</b>         | <b>50</b> |
| <b>14</b> | <b>Shift Work Conditions.....</b>   | <b>50</b> |
| 14.1      | Shift Work.....   | 50        |
| 14.2      | Definitions .....   | 50        |

|              |  |                                     |
|--------------|--|-------------------------------------|
| <b>14.3</b>  | <b>Shift work hours</b>                            | <b>50</b>                           |
| <b>14.4</b>  | <b>Rosters</b>                                     | <b>51</b>                           |
| <b>14.5</b>  | <b>Amenities</b>                                   | <b>51</b>                           |
| <b>14.6</b>  | <b>Non-rotating rosters</b>                        | <b>51</b>                           |
| <b>14.7</b>  | <b>Extended Sleepover Shifts</b>                   | <b>51</b>                           |
| <b>14.8</b>  | <b>Shift work penalty rates</b>                    | <b>52</b>                           |
| 14.8.1       | <i>Weekdays</i>                                    | 52                                  |
| 14.8.2       | <i>Weekends</i>                                    | 52                                  |
| 14.8.3       | <i>Public holidays</i>                             | 53                                  |
| <b>14.9</b>  | <b>Breaks between shifts</b>                       | <b>53</b>                           |
| <b>14.10</b> | <b>Clear Days</b>                                  | <b>53</b>                           |
| <b>14.11</b> | <b>Allowances</b>                                  | <b>53</b>                           |
| 14.11.1      | <i>Sleep allowance</i>                             | 53                                  |
| 14.11.2      | <i>Meals allowance</i>                             | 53                                  |
| <b>14.12</b> | <b>Excursions and Escorts</b>                      | <b>53</b>                           |
| <b>14.13</b> | <b>Leave Entitlements</b>                          | <b>54</b>                           |
| 14.13.1      | <i>Annual (recreation) leave</i>                   | 54                                  |
| 14.13.2      | <i>Other leave</i>                                 | 54                                  |
| <b>14.14</b> | <b>Time off in lieu (TOIL)</b>                     | <b>54</b>                           |
| <b>14.15</b> | <b>Overtime</b>                                    | <b>54</b>                           |
| <b>14.16</b> | <b>Working Across Shift and Non-shift Programs</b> | <b>54</b>                           |
| <b>14.17</b> | <b>Training</b>                                    | <b>55</b>                           |
| <b>15</b>    | <b>Attachments</b>                                 | <b>Error! Bookmark not defined.</b> |
| <b>15.1</b>  | <b>Attachment 1: Marymead Rates of Pay</b>         | <b>Error! Bookmark not defined.</b> |
| 15.1.1       | <i>Rates of pay as at 01.01.08</i>                 | <b>Error! Bookmark not defined.</b> |
| 15.1.2       | <i>Rates of pay as at 01.07.08</i>                 | <b>Error! Bookmark not defined.</b> |
| 15.1.3       | <i>Rates of pay as at 01.07.09</i>                 | <b>Error! Bookmark not defined.</b> |

- 15.1.4 *Calculating hourly rates.....***Error! Bookmark not defined.**
- 15.1.5 *Additional loading for casual employees ...***Error! Bookmark not defined.**
- 15.1.6 *Marymead classifications .....***Error! Bookmark not defined.**

## **PART A – ALL STAFF**

**This section applies to all employees, unless otherwise stated.**

### **1 Engagement of Employees**

#### **1.1 Types of Employment**

Employees under this Agreement will be engaged in one of the following types of employment:

##### ***1.1.1 Full-time employment***

Employees engaged either on an ongoing or non-ongoing basis to work an average of 38 hours per week over a four week cycle for shift workers and a two week cycle for non-shift workers;

##### ***1.1.2 Part-time employment***

Employees engaged either on an ongoing or non-ongoing basis to work less than an average of 38 hours per week on a regular basis; part-time employees will be entitled to receive all benefits of this Agreement on a pro-rata basis. Part-time staff hours may exceed their fixed or minimum hours in some pay periods due to fluctuating levels of demand for service or replacement of employees who may be sick, on leave or engaged in professional development. Part-time employees will not work less than their contracted hours unless on leave or have prior approval for leave without pay.

##### ***1.1.3 Casual employment***

Employees engaged on a non-ongoing basis to work on an irregular or occasional basis by the hour or the day at the discretion of Marymead. Casual employees may be required to work different numbers of hours per week due to fluctuating levels of demand for service or replacement of employees who may be sick, on leave or engaged in professional development. With respect to casual employees the following provisions will not apply: part-time employment; holidays; termination of employment, annual leave; personal leave; paid parental leave; other leave; study leave, higher grade work and redundancy. To offset the latter, casual employees' pay will include a 25% loading.

##### ***1.1.4 Fixed term employment***

A fixed term employee on contract may be engaged on a non-ongoing basis to work on a full-time or part-time basis for a specified time (period), to undertake tasks or projects or provide relief work. A fixed term employee may fill a job previously held by an ongoing employee until such time the job is filled on an ongoing basis.

If a fixed term employee is subsequently appointed to an ongoing job with Marymead, any period of the fixed term contract completed immediately prior to the commencement of the ongoing (permanent) job will be recognised as service with Marymead for the purpose of calculating leave entitlements, provided the employee has not taken or received payment in lieu of any leave entitlements.

#### **1.2 Probation**

The purpose of probation is to determine the employee's suitability for ongoing employment. During this period, the employee's work performance will be assessed. At any time during the probationary period, the employer or the employee can terminate the

employment by giving one day's notice of termination. Probation applies to all new employees with the exception of casual and fixed term employees. Similar probation arrangements apply to trainees.

All new employees other than those employed as a casual or on a fixed term basis will be subject to:

- for full-time employees and employees working an average of 20 or more hours per week, a three-month probationary period with the possibility of an extension to six months depending on the particular circumstances and requirements in each instance that may justify extending the period of probation. If, during this period, there is no indication of the situation improving, termination of employment will apply; and
- for employees working an average of fewer than 20 hours a week, a six-month probationary period.

Satisfactory probation leads to letter of confirmation of ongoing (permanent) appointment.

### **1.3 Induction**

On commencement all employees go through a period of induction in accordance with Marymead guidelines.

### **1.4 Employee Responsibilities**

All recruitment is based on a merit selection process. All permanent positions will be advertised internally, and usually externally. Employees may be appointed to positions temporarily, or permanently if there are no other suitable internal staff options.

Employment and ongoing employment are subject to a satisfactory police check. All Marymead appointments are subject to ongoing funding.

All Marymead employees are expected to be aware of Human Resource policies and program guidelines.

## **2 Working Time Arrangements**

### **2.1 Span of Hours**

The employee's normal hours and times of work will be as stated in their letter of appointment/contract on commencement. This will establish the employee's 'standard hours' of work as well as the number of hours to be worked.

Hours of duty that attract ordinary time rates of pay may be worked within the span of 7am and 7pm, Monday to Friday.

### **2.2 Hours of Work**

With the exception of reasonable additional hours, no employee will be required to work more than eight ordinary hours on any one day. However, employees may sometimes work more than eight hours because flexibility is built in to accommodate timetables, schedules, work/life balance etc. An employee should not work more than five hours without a break of at least 30 minutes.

#### **2.2.1 Full-time employees**

The ordinary working hours of employees other than casual and part-time employees will be an average of 38 hours per week.

#### **2.2.2 Part-time employees**

Part-time employment refers to employees engaged to work less than an average of 38 hours per week on a regular basis. Part-time employees will be entitled to receive all benefits of this Agreement on a pro-rata basis.

The ordinary hours of work for a part-time employee, once agreed, may be varied to accommodate the requirements of work in the program, only if the employee has indicated they are available to work extra hours and after discussions with the employee's supervisor. Hours up to 38 per week will be paid at normal rates.

Part-time employees are required to work less than 38 hours per week.

#### **2.2.3 Casual employees**

Casual employees are normally engaged on an irregular or occasional basis. Their hours each week may vary due to fluctuating levels of demand for service or replacement of employees who may be sick, on leave or engaged in professional development. Casuals attract a 25% loading in lieu of access to leave and leave loading provisions.

### **2.3 Minimum Payment / Engagement**

A casual employee (or a permanent employee who is required to present for work) will usually be paid for a minimum of three hours unless, by prior agreement between the employee and the Team Leader, the employee is engaged for a period of not less than two hours for a specific task (e.g. assisting a family before school; providing child care during a meeting).

### **2.4 Penalty Rates**

Non-shift employees who work before 7am or after 7pm, Monday to Friday, will be paid at a 1.2 rate; non-shift employees who work on Saturday will be paid at a 1.5 rate and on Sunday at a 2.0 rate. **See Part B for shift-work penalty rates.**

In the case of casual employees, hours of pay will be supplemented by the above penalty loading in addition to the 25% casual loading.

## **2.5 Work Free Periods**

All employees (shift work and non-shift work) will have two unpaid work-free periods off, each a minimum of 24 hours, each week. Where possible, these work-free periods will be taken on consecutive days.

## **2.6 Flexible Work Hours / Make-up Hours**

Core work hours at Marymead are 7am to 7pm. Business hours are 9am to 5pm.

With the consent of their supervisor, employees may vary their working hours, on the condition that

- no penalty rates are paid;
- no TOIL is accrued as a result of the arrangement; and
- there are no negative impacts on other employees or the program's operation.

Currently, within the normal fortnightly working hours there is some flexibility in place. Employees might start early or end later in order, for example, to have a longer lunch break, attend a medical appointment or go to a child's school event. It is the individual employee's responsibility to ensure that these arrangements are balanced out over the fortnightly pay period, so that hours worked total the hours that they are employed to work in a fortnightly period.

Subject to the above three conditions, employees may negotiate with their Team Leaders to make adjustments to their working hours, on either a temporary or fixed basis.

These arrangements need to be discussed and agreed within the program.

## **2.7 Working Extra Hours**

**In most non-shift work programs, Marymead employees are offered time off in lieu of payment for extra hours worked.**

Because of the changing and sometimes crisis nature of the work, Marymead reserves the right to ask employees to work outside the hours set in this document. This might, for example, involve working longer hours, or working with a shorter break than agreed between shifts. Such variations will be made only with the agreement of the employee.

Marymead may require an employee to work a reasonable number of extra hours. A Marymead employee may refuse to work extra hours in circumstances where the working of such hours would result in the employee working hours which are unreasonable having regard to any risk to employee health and safety; the employee's personal circumstances, including any family responsibilities; the needs of the work team or Marymead; the notice (if any) given by Marymead of the extra hours of work and by the employee of his or her intention to refuse it. The employee may wish to record in writing the circumstances surrounding the refusal to work extra hours.

Where an employee has been given prior notice of at least 24 hours that he/she will be required to work on a day he/she does not normally work, due to an emergency, the

employee will be paid at the ordinary rates for that day or may elect to take TOIL (see Section 2.9 - TOIL).

## **2.8 Emergency Work**

In an emergency an employee may elect to continue working, on the condition that they inform their supervisor or the on-call worker as soon as possible.

The extra hours worked may be taken as TOIL (or paid out in some situations), or the employee might adjust their hours and work fewer hours in the current pay period; penalty rates for payment or TOIL apply to the hours worked after 7pm.

## **2.9 Time Off in Lieu / Time in Lieu (TOIL/TIL) – Non-shift employees**

**In most non-shift work programs, Marymead employees are offered time off in lieu of payment for extra hours worked.**

Employees have a responsibility to manage their time, and TOIL should be accrued as a deliberate decision between the employee and the Team Leader.

TOIL for extra hours of work will be taken on an hour-for-hour basis unless they fall outside the hours of 7am to 7pm Monday to Friday, when the penalty rate of 1.2 shall apply, or on Saturday when the penalty rate of 1.5 will apply or on Sunday when the penalty rate of 2.0 will apply.

TOIL can be accrued up to a maximum of 15.2 hours. TOIL cannot accumulate above 15.2 hours. After 15.2 hours has been reached, anything above this is forfeited, unless a special arrangement has been made with the approval of the relevant Team Leader and Manager.

TOIL will generally be taken within the fortnight following its accrual; the actual time it will be taken is subject to the agreement of the Team Leader.

Non-shift employees will calculate TOIL entitlements at the end of each pay period.

TOIL accrued must be exhausted prior to using annual (recreation) leave credits when annual leave is requested.

Also see Section 2.6 – Flexible Working Hours and Section 2.7 – Working Extra Hours

## **2.10 Shift Work**

Shift work arrangements are outlined in Part B of this Agreement.

## **2.11 Meal Breaks / Rest Breaks**

All Marymead employees are entitled to a meal break as follows:

An employee will not be required to work in excess of five hours without an unpaid meal break which will be a minimum of 30 minutes. If an employee is required to work an extra four hours after returning from this break, he/she will be entitled to a paid rest break of 15 minutes.

## **2.12 Excursions – non-shift employees**

(See Part B for shift work employees)

Where an employee agrees to supervise clients in excursion activities (or to visit clients who live a considerable distance away) involving overnight stays from home, the following provisions will apply for non-shift employees:

- payment at normal rates of pay for time worked between the hours of 7am to 7pm; and
- depending on the program, TOIL or payment will be offered for the extra hours worked.

The Meal Allowance rate is payable if a meal is not provided as part of the excursion or when an employee is unable to take a meal break (see Section 4 – Allowances).

### **2.13 Meetings / Training**

When working, employees are required to attend team and quarterly meetings, training sessions and supervision. In some cases Team Leaders will approve additional hours of work so that employees who are not usually working on the day of such meetings and training sessions will be able to attend.

## **3 Rates of Pay and Pay Related Matters**

### **3.1 Payment**

The weekly rate of pay is calculated by dividing the current rate of pay per annum by 52.178. For salaries applicable to Marymead employees, refer to the tables at Attachment 1.

Wages will be paid by Electronic Funds Transfer fortnightly, presently on Thursday.

Termination payments will be paid on the first pay day after ceasing work, or on the last day of employment, but only after the employee has provided Human Resources with an approved timesheet and completed exit form. No payment will be made until the exit form is completed to ensure keys and other Marymead property have been returned, unless otherwise agreed (see Section 11 – Separating from Marymead).

Marymead may deduct from pay amounts for salary sacrifice as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

On pay days, Marymead provides employees with a statement of the gross pay and allowances to which they are entitled, the amount of deductions made from the pay and the net amount to be paid.

### **3.2 Job Classification Structure**

Marymead has a 9 level salary scale (see table at Attachment 1).

The job designation for employees who generally work within the hours of 7am to 7pm is a 'Program Worker' or 'Administration Worker', and the job designation for employees who work a mix of day, afternoon or night shifts is a 'Direct Care Worker' or 'Support Worker' (see Attachment 1).

Whilst the designation and classification level of Direct Care Worker / Support Worker / Program Worker / Administration Worker may be reflected when advertised and in a letter of appointment, each position would reflect its primary job role, for example Foster Care Caseworker, Direct Care Worker High Support Program, Counsellor, Receptionist, Team Leader Family Skills Program etc.

### **3.3 Wages**

Marymead's wages and job classifications are reflected in the table at Attachment 1.

Pay increases for all classifications covered by this Agreement, will apply as follows:

- On 1 January 2008 the new Marymead Scale will apply;
- an increase of 2.5% on 1 July 2008;
- an increase of 2.5% on 1 July 2009;
- an increase of 2.5% on 1 July 2010; and
- an increase of 2.5% on 1 July 2011.

Each pay increase will commence from the first full pay period on or after the prescribed date.

### **3.4 Superannuation**

Superannuation is dealt with extensively by federal legislation. That legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Where Marymead is obliged to make superannuation contributions in compliance with the legislation, those contributions will be paid into Marymead's default fund, or employees may choose to have their superannuation paid into a complying superannuation fund of their choice.

Flexible remuneration and salary packaging will not reduce salary for superannuation purposes.

Employees may use salary sacrifice to increase their superannuation contributions (see Section 3.5 – Salary Sacrifice and Salary Packaging).

### **3.5 Salary Sacrifice and Salary Packaging**

Salary packaging provides an opportunity for employees to access benefits on a salary sacrifice basis to suit individual needs and circumstances and without cost to Marymead. Where employees take up the option of salary packaging on a 'salary sacrifice' basis, the employee's salary for purposes of superannuation, severance and termination payments and any other purposes, will be determined as if the salary sacrifice arrangement had not been entered into. The policy and administration documents on salary packaging are contained in the Marymead guidelines. These arrangements are subject to taxation legislation.

### **3.6 Recall to Work**

Recall to work is when an employee needs to come into Marymead at short notice for a period of time to cover for unusual situations. Recall to work is unplanned and is an interruption to an employee's life. Employees recalled to work will be paid (or take TOIL) at the rate of 1.5 for the first three consecutive hours worked, and at double time after the first three hours, for hours worked on any one day, in recognition of the disruption caused.

If an employee is recalled to work, he/she will be paid for a minimum period of three hours. An employee recalled will not be required to work the full three hours if the work to be performed is completed in a shorter period.

### **3.7 Performance of Duties**

While on duty employees should give their whole time and attention to ensuring that their work is carried out efficiently and effectively, and that their standard of work reflects favourably both on themselves and on Marymead.

Employees should carry out the policies of their program and of Marymead as a whole whether they approve of that policy or not. Should an extreme situation arise in which an employee finds the policy, or the steps contemplated to give effect to it, so at variance with the employee's own views that he or she cannot conscientiously carry them out, the employee should discuss the matter with their supervisor with a view to having the situation resolved.

All employees are expected to behave in an ethical and professional way. Failure to comply with the above may lead to employment termination.

### **3.8 Reasonable Direction**

Employees will follow any reasonable direction given by any person having the authority to make or give the direction.

Any person having the authority to make or give directions to employees may not give a direction which would require the employee to commit an act which is an offence under law.

Employees who dispute any such direction may be subject to disciplinary procedures. If an employee disputes the propriety of a direction, he/she may use dispute resolution procedures as set out in Section 10.2, but will, as far as possible, comply with the direction until the matter is determined.

### **3.9 Higher Duties**

Wherever possible Marymead will provide development opportunities for its employees to undertake work at higher levels. On occasions employees may be given the opportunity to act in higher level jobs and, subject to certain conditions, may be paid at the higher rate.

When an employee is called upon by Marymead to perform (100% of) the duties of another employee in a higher job classification for five consecutive working days or more, the employee will be paid for the period for which duties are assumed, at a rate not less than the minimum rate prescribed for the higher classification. Performing higher duties involves, where practicable, carrying out the full range of responsibilities and obligations of the higher classification as they apply at the time that the work is performed. If the duties being performed are only partial, the supervisor can deem which increment they consider appropriate.

### **3.10 Salary on Promotion**

Where an employee is promoted from his/her existing classification to a higher classification, that employee will be paid, upon commencement in the higher level job, at the appropriate rate prescribed by this Agreement.

In cases where the minimum rate of the higher classification is the same as the promoted employee's current salary, the promoted employee will be paid at the first pay point above their current salary.

### **3.11 Incremental Progression**

Movement to a higher job classification level will occur by way of promotion or reclassification. At the conclusion of each full-time twelve months (or 1,976 hours worked for part-time and casual employees – equivalent to a full-time year) of employment or entry into a classification level, employees will be eligible for automatic incremental progression within his/her classification level if:

- there is no adverse report regarding performance emerging from the annual appraisal assessment process;
- the employee has given satisfactory performance over the preceding 12 months; and
- the employee has acquired and/or been required by Marymead to utilise new and/or enhanced skills within the scope of the classification definition for his/her job and/or other skills where agreed in supervision or in an annual appraisal, and has met these requirements.

## **4 Allowances**

All allowances will be reviewed annually or as required.

### **4.1 Use of Motor Vehicles**

Employees will normally use Marymead vehicles for Marymead work activities and appointments.

#### ***4.1.1 Approval to use private motor vehicle***

Private vehicles may be used by employees for Marymead purposes only when approved by their Manager and subject to the following conditions:

- No Marymead vehicle is available; and
- Day-to-day pre-approval has been given by the relevant Manager or Team Leader.

#### ***4.1.2 Documentation***

The employee is to provide Marymead with confirmation of any renewal of registration, insurance and driver's licence (e.g. copy of Urban Services receipt, photocopy of driver's licence, etc).

#### ***4.1.3 Motor vehicle allowance***

A Marymead log sheet will be maintained by the employee for all travel for Marymead purposes in the private vehicle.

The reimbursement rate per business kilometre will be the rate set annually by Marymead in accordance with the Australian Taxation Office.

### **4.2 Meal Allowance**

Non-shift employees are entitled to an unpaid meal break after five hours work. If an employee cannot take a meal break, because, for example, they are with clients, they will be paid a meal allowance for the meal missed.

See Part B for shift workers' meal allowances.

### **4.3 First Aid Allowance**

To ensure OH&S regulations are complied with, Marymead is required to appoint a certain number of First Aid Officers.

In recognition of the above requirements, employees who are appointed as First Aid Officers will be paid an allowance per hour for each hour worked, however this will not exceed 76 hours in any given fortnight.

### **4.4 On-Call Allowance**

On-Call is normally worked in a period of seven consecutive days and accrues a total allowance of 20 hours for that period, with an additional two hours accruing for each of any public holidays falling within the period.

An employee required to be On-Call (i.e. available for telephone consultation and recall to duty if required) during the period between the termination of ordinary duty on Monday

and commencement of ordinary duty on Friday will be due an allowance equivalent to two hours of the On-Call rate or time in lieu for any specified 24 hour period or part thereof.

An employee required to be On-Call during the period between the termination of ordinary duty on Friday and the commencement of ordinary duty on Monday will be due an allowance equivalent to four hours of the On-Call rate or time in lieu for any specified 24 hour period or part thereof.

An employee who is recalled to work when On-Call may wish to avail themselves of TOIL provisions, or will be paid at a rate that is reviewed regularly for a minimum of three hours' work for such time recalled. An employee recalled will not be required to work the full three hours if the work to be performed is completed in a shorter period.

If an employee who is On-Call is obliged to continuously work at home for a period of more than two hours, they may wish to avail themselves of TOIL provisions for a matching period of time, for example by coming in late or ending early the next day.

#### **4.4.1 On-Call leave**

A minimum of 7.6 hours of the allowance accrued in each period of On-Call will be allocated to and accrued as On-Call leave. The remainder (12.4 hours) will be paid as an allowance at a rate that is reviewed regularly (unless otherwise negotiated between the employer and employee).

No more than 76 hours On-Call leave accrued through On-Call duties may be accumulated in a calendar year. If an employee reaches this level during a calendar year, the Manager must consult with the DCS to see if it is appropriate for that person to remain on the On-Call roster.

### **4.5 Protective Clothing, Equipment Allowance and Uniform**

Where necessary, Marymead will supply all protective clothing, materials and equipment without cost to the employee. Items remain the property of Marymead.

In some roles, at the discretion of the CEO and Manager, employees may elect to wear a Marymead uniform. This uniform will be supplied by Marymead.

### **4.6 Telephone Allowance**

Employees seeking reimbursement from Marymead for calls made from their personal phone, or a tax deduction, must keep and/or present a log of calls made and invoices to reflecting costs of local calls, interstate calls and calls to mobiles.

Marymead may provide a fully maintained mobile phone for business use. The employee must reimburse Marymead for private calls made by the employee and record private calls.

### **4.7 Home Based Work**

An employee may be granted approval to work from home on either a regular, temporary or ad hoc basis.

Managers and employees need to consider the following issues before such an arrangement is reached:

- operational requirements;

- feasibility of effective work being undertaken;
- impact on other team members or work area;
- security issues;
- occupational health and safety requirements; and
- cost factors.

An employee working from home is covered by the same employment conditions as an employee working at an office-based site.

#### **4.8 Travel Allowance**

Reasonable conference/training related expenses when travelling for official purposes are paid by Marymead. Work related travel expenses should be considered on a case-by-case basis.

When making travel bookings, travellers are responsible for ensuring that value for money is obtained, on behalf of Marymead, for all travel and accommodation services.

## **5 Organisational and Individual Employee Health and Well-being**

### **5.1 Occupational Health and Safety (OH&S)**

Marymead will take all reasonable action to ensure the health and safety of employees and clients. Marymead will adopt and implement appropriate and mandatory health and safety policies and practices as required by Marymead itself and ACT Workcover, including inviting employees to be a member of the OH&S committee.

Employees must take all practical steps to ensure their own safety while at work, and to ensure that no action or inaction by an employee while at work causes harm to any other person.

Employees will ensure that OH&S rules and procedure are adhered to at all times. The employee will report to their supervisor or the Human Resources Officer as soon as possible, any accidents, incidents or hazards arising during the course of employment. Any concerns in relation to the employee's safety or the safety of others in the workplace should be reported to the employer who will take all practical steps to provide and maintain a safe work environment.

Failure to comply with OH&S rules and procedures may result in disciplinary action.

### **5.2 Organisational Health and Well-being**

Marymead will monitor, analyse and report on its organisational health by:

- conducting an annual survey of employees seeking their views on a number of topics;
- receiving reports from the OH& S committee;
- receiving reports from Human Resources and Team Leaders about staff recruitment and turnover;
- receiving reports about employee grievances;
- receiving reports about client grievances and satisfaction;
- receiving reports about employees' workloads; and
- analysing other relevant data.

Marymead will organise social events in consultation with employees. This will include events such as staff lunches, a Christmas celebration and other occasions.

Marymead will arrange quarterly staff meetings, and individual programs will organise team meetings on a regular basis.

### **5.3 Workplace Support**

Marymead aims to provide working arrangements and conditions which enhance the well-being of employees, further their professional development and promote and support work-life balance.

A number of provisions of this Agreement support this:

- Part-time work, including part-time hours close to full-time hours;
- Core hours flexibility;

- Time off in lieu of additional hours worked;
- Paid Maternity/Paternity Leave;
- Early access to long service leave;
- Increased leave provisions;
- Attendance at training or professional development events;
- Staff scholarships;
- Supervision;
- Employee Assistance Program; and
- Free immunisations for Hepatitis B and influenza.

#### **5.4 Support for Practice**

The purpose of support for practice is to deliver to clients the best possible service by supporting employees in their practice.

All employees will receive support for their practice within Marymead.

Marymead encourages self-reflective practice. Supervisors are expected to promote this in all forms of support for practice.

At Marymead, support for practice encompasses the following:

- critical incident debriefing;
- individual support;
- individual supervision;
- group supervision;
- peer supervision;
- training and professional development; and
- team meetings.

Program areas will use different combinations of these in providing support for practice to employees.

Each program has its own specific policies and procedures regarding support for practice.

It is the right of supervisors and supervisees to seek alternative supervision arrangement where a positive working relationship cannot be attained.

#### **5.5 Professional Development**

Marymead is committed to providing resources to cater for employee's professional development requirements. Core professional development has been identified. In addition, each Marymead program is funded separately to provide for training requirements arising from program needs and individual employee needs as identified in supervision and annual appraisal.

Professional development opportunities apply to all ongoing (permanent) employees as a general rule. However, non-ongoing (temporary and casual) employees may be required to attend training as a requirement of their jobs.

Some examples of professional development activity may include:

- seminars, including in-house seminars;
- conferences;
- workshops, including in-house workshops;
- short courses;
- OH&S related training;
- job specific training; and
- lectures and/or training packages.

## **5.6 Scholarships**

Each ongoing employee is entitled to apply for a scholarship to engage in a formal course of study which leads to a recognisable qualification and is directly related to their current job.

Scholarship entitlements will be pro-rata, according to standard hours worked per week, and must be for study directly related to the employee's current job.

Scholarships must be approved by the Marymead DCS after consultation with the Team Leader, Manager and CEO.

## **5.7 Employee Assistance Program**

Marymead employs the services of an Employee Assistance Program provider. Employees are able to access free, confidential counselling sessions with the external provider to discuss personal or work related matters.

These sessions may involve partners or other family members.

Up to four sessions will be provided per year. In some cases the number of sessions may be extended.

Except in exceptional circumstances, Marymead administrative and management staff will not know the names of employees who access the program.

## **5.8 Immunisations**

Marymead will pay the gap between cost and Medicare rebate for employees who elect to have Hepatitis B shots. Marymead will pay for subsequent further immunisation after the recommended interval.

Marymead will organise and pay for influenza shots for employees annually.

## **5.9 Amenities**

Marymead will provide employees with accommodation and facilities which meet building code standards.

Marymead will maintain its physical infrastructure according to building maintenance codes and ACT OH&S Acts and Regulations.

Marymead will provide reasonable toilet and washing facilities for the use of employees.

Marymead will supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the service.

Marymead will provide and maintain such reasonable amenities for the use of employees in order to meet their special cultural requirements.

Marymead will provide free parking for employees at 255 Goyder Street, Narrabundah.

Marymead will provide tea, coffee and milk to all employees during their working hours.

### **5.10 Consultative Forum**

Marymead will establish an internal consultative forum comprising employee delegates to discuss the monitoring of Marymead's Collective Teamwork Agreement provisions and other matters employees may wish to bring to the attention of the management group. Employees will appoint representatives to meet with the management group at least three times per year and at the request of employees.

## 6 Personal Leave

Personal Leave accrues fortnightly.

Personal leave, its initial entitlement and subsequent accrual applies to full-time and regular part-time employees, but does not apply to casual employees.

Personal leave combines sick leave, carer's leave and leave in special circumstances (e.g. emergency, pressing personal circumstances).

A Marymead employee is entitled to 15 days full pay personal leave on commencement in the first year of service and annually thereafter. The balance of any unused leave is carried forward each year.

There is no maximum limit on the accumulation of personal leave.

Personal leave credits are not paid out on resignation, retirement or termination of employment.

An employee must take all reasonable steps to provide their supervisor with the earliest possible notice of his/her absence from work, at least and no later than 10am on the day of absence, and before the starting time of any appointments.

An employee is entitled to use any or all accumulated personal leave for the purposes of personal leave which includes:

- Sick leave;
- Carer's leave;
- Compassionate leave;
- Pressing domestic need;
- Ante-natal medical appointments;
- Some access for maternity leave; and
- Some access for partner/paternity leave.

### 6.1 Sick Leave

#### 6.1.1 *Definition and entitlement*

Sick leave is leave to which an employee other than a casual employee is entitled without loss of pay because of his or her personal illness or injury.

The amount of personal leave an employee may take as sick leave depends on the amount of personal leave credits available to the employee.

Sick leave for more than three consecutive days requires the production of a medical certificate or other supporting evidence acceptable to his/her manager.

When an employee has credits and is absent on sick leave, they will be paid at full pay subject to available credits. Full pay means base rate of pay excluding loading and/or penalties associated with shift work.

### 6.1.2 **Part day absences**

For the purpose of calculating deductions from sick leave credits where employees taking such leave are absent for part of a day, the following procedure will be used:

- **Full-time employees** leave credits should be converted into hours on the basis of an 7.6 hour day;
- **Part-time employees** leave credits are converted to the hours they would normally have worked on that day.

### 6.1.3 **Sick leave whilst on annual leave**

Where an employee falls sick or suffers an injury while on annual (recreation) leave and provides Marymead with a medical certificate or other supporting evidence acceptable to his/her manager to show that the employee is or was incapacitated to the extent that they would be unfit to perform their normal duties, the employee will be granted, at a time convenient to Marymead, additional annual leave equivalent to the period of incapacity falling within the said period of leave provided that the period of incapacity is of at least three working days' duration.

Subject to availability of sick leave credits, the period of certified incapacity will be paid for and debited as sick leave.

## 6.2 **Carer's Leave**

An employee is entitled to use personal leave credits for the purpose of carer's leave for a person who is an immediate family member as defined in Section 6.4 below.

Should the carer's leave comprise three or more consecutive days, the employee will be asked to provide a medical certificate reflecting caring requirements for the person concerned.

The carer's leave taken is debited against the employee's personal leave credits. Should an employee have insufficient personal leave credits the employee, subject to Marymead's agreement, may apply for leave without pay or utilise annual (recreation) leave providing sufficient credit is available to the employee.

At the discretion of the CEO, unpaid carer's leave may be extended only where an employee has exhausted all other entitlements to personal leave. If the employee has exhausted his or her entitlement to paid personal leave, the employee may take up to two (2) days unpaid carer's leave each time a member of the employee's immediate family or household requires care or support because of a personal illness or injury of the member, or an unexpected emergency affecting the member.

An employee will, wherever practicable, give Marymead notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

If it is not practicable for the employee to give prior notice of absence, the employee will notify Marymead and/or their Team Leader by telephone of such absence at the first opportunity on the day of absence.

## **6.3 Compassionate Leave**

### **6.3.1 Paid compassionate leave**

All employees (except casual employees) are entitled to a period of up to two days paid compassionate leave for each occasion when a member of the employee's immediate family or household:

- contracts or develops a personal illness that poses a serious threat to her or his life;
- sustains a personal injury that poses a serious threat to her or his life; or
- dies.

Payment for compassionate leave will be made at the ordinary rate of pay the employee receives immediately before the period of compassionate leave begins. Paid compassionate leave counts as service for all purposes.

### **6.3.2 Compassionate leave taken as personal Leave**

After the two days of paid compassionate leave has been used, at the discretion of the CEO, the employee may be granted access to personal leave or annual (recreation) leave.

If a close personal friend or member of the extended family, or a member of the employee's cultural kinship system either dies or has a personal illness or injury that poses a serious threat to the life of that person, at the discretion of the Manager/DCS/CEO, the employee may access personal leave.

Should an employee have insufficient personal leave credits, the employee subject to Marymead agreement may apply for leave without pay or utilise annual leave providing sufficient credit is available to the employee.

### **6.3.3 Unpaid compassionate leave for casual employees**

Casual employees may indicate that they are not available to work on compassionate grounds for the same reasons as permanent employees.

### **6.3.4 Reasonable evidence**

The employee's entitlement to paid compassionate leave or access to personal leave as compassionate leave is subject to the employee providing any evidence reasonably required of the illness, injury or death that gave rise to the entitlement for compassionate leave.

## **6.4 Definition of Immediate Family Member**

The entitlement to paid compassionate leave and carer's leave is subject to the person in respect of whom the leave is taken being either:

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

The term 'immediate family' includes:

- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite or same sex to the employee who lives with the employee as his or her husband or wife or same sex partner on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a step-child, an ex-nuptial child or foster child), parent, grandparent, grandchild or sibling of the employee or spouse or partner of the employee.

## 7 Annual (Recreation) Leave

Annual (Recreation) Leave accrues fortnightly.

### 7.1 Accruing Annual Leave

#### 7.1.1 *Shift workers*

For information on leave for shift workers, see Part B of this Agreement.

#### 7.1.2 *Non-shift workers*

**All full-time employees** will be entitled to four weeks' paid annual leave for each twelve months of continuous service, in addition to any of the public holidays prescribed in this Agreement.

**All part-time employees** will automatically accrue a pro-rata credit based on the number of hours worked. Part-time employees will receive normal pay for a period which includes one or more public holidays, regardless of whether the public holidays fall on a day the person normally works.

**Casual employees** do not accrue annual leave or leave loading.

For employees employed for periods of less than twelve months leave and leave loading will be accrued on a pro-rata basis.

### 7.2 Taking of Annual Leave

Approval for Annual Leave Request is subject to the employee having accrued the amount of leave requested and the operational requirements of their program. Marymead will not unreasonably refuse an employee's request to take accrued annual leave.

If an employee accumulates more than 8 weeks annual leave the CEO may require that the employee take leave up to a quarter of the credited annual leave at the earliest possible time. Employees will be advised in writing when they have reached an accumulated total close to seven weeks leave.

When an employee has credits and is absent on annual leave, they will be paid at full pay subject to available credits. Full pay means base rate of pay excluding loading and/or penalties associated with shift work.

If an employee resigns prior to twelve months then they will receive pro-rata leave entitlements but will not be entitled to the leave-loading component.

Absences of up to one month owing to illness covered by a medical certificate (or other supporting evidence acceptable to his/her manager) after two days absence, or an absence with a medical certificate extending beyond one month, in the case of an employee with an accumulation of sick leave to the extent of such accumulation; three months owing to an injury received in the course of his or her employment; or one month owing to other causes for which leave has been granted by Marymead concerned, will not be deemed to break continuity of employment for accrual of annual leave or long service leave.

Illness during annual leave: when such illness exceeds three days and is covered by a medical certificate (or other supporting evidence acceptable to his/her manager), it will

be regarded as sick leave and the appropriate number of annual leave days will be re-credited to annual leave (see Section 6.1.3).

If any holidays fall within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there will be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

On termination of employment the balance of unused annual leave will be paid out to the employee.

### **7.3 Leave Loading**

A leave loading, in addition to annual leave, will be paid at the rate per week of 17.5% of the ordinary gross rate of pay, provided that such loading be restricted to payment of four weeks per annum for Program and Administration Workers and five weeks and one day for shift workers.

## **8 Parental Leave**

### **8.1 Applicability**

This provision applies to full-time and regular part-time employees, and eligible casual employees. Subject to the terms of this provision, employees are entitled to maternity, paternity, partner, adoption and foster leave in connection with the birth, adoption or fostering of a child. For females, maternity leave may be taken and for males or same sex partners, parental or partner leave may be taken. Parental leave is available to employees with 12 months continuous employment at Marymead; paid parental leave is available to employees with 24 months continuous services at Marymead.

### **8.2 Definition**

For the purpose of this provision, child means a child of the employee under the age of one year. In the case of adoption or fostering of a child this means a person under the age of five years who is placed with the employee for the purposes of adoption or fostering. This does not include a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

Spouse includes a de facto or former spouse.

In relation to Adoption Leave provisions, spouse includes a de facto spouse but does not include a former spouse.

An eligible casual employee is one who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of twelve months; and who, but for the pregnancy, or decision to adopt or foster, would have a reasonable expectation of continuing engagement on a regular and systematic basis.

### **8.3 Entitlements**

For females, maternity leave may be taken and for males or same sex partners, parental leave may be taken. Adoption leave may be taken in the case of adoption and Foster Care leave in the case of fostering.

After twelve months continuous service, a Marymead employee (full-time, part-time or a casual employee who has worked on a regular and systematic basis for at least 12 months) is entitled to up to 52 weeks unpaid leave which can be taken on a shared basis with the other parent in relation to the birth of their child; or a combination of paid and unpaid leave up to 52 weeks which can be taken on a shared basis with the other parent in relation to the birth of their child (or in the case of adoption or fostering, the arrival of their child for a child under five years of age). Other than two weeks at the time of the birth (or three weeks in the case of adoption or fostering) both parents cannot be on maternity/parental/partner leave at the same time.

Maternity and Parental leave does not count for service. Superannuation is not paid for periods of maternity, parental, adoption or fostering leave.

### **8.4 Maternity Leave**

An employee must provide notice to the employer in advance of the expected date of commencement of maternity leave. The notice requirements are:

- of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks notice; and
- of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks notice.

When an employee gives notice of the expected date of commencement of maternity leave, she must also provide a declaration stating particulars of any period of paternity leave sought or taken by her spouse/partner and that during the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

An employee will not be in breach of the above requirement if failure to give the stipulated notice is caused by birth occurring earlier than the presumed date.

Unless agreed otherwise between Marymead and the employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, Marymead requires the employee to provide a medical certificate stating that she is fit to work her normal duties.

### **8.5 Special Maternity Leave**

An employee may take special maternity leave (unpaid) of an amount recommended by a registered medical practitioner for a pregnancy related illness or in the event that the pregnancy ends other than by a live birth.

During the period of special maternity leave, an employee may return to work at any time, as agreed between Marymead and the employee, provided that the employee obtains a medical certificate giving clearance to work and specifying the employee's return to work date.

### **8.6 Paternity and Partner Leave**

An employee will provide Marymead, at least ten weeks prior to each proposed period of paternity leave, with:

- a certificate from a registered medical practitioner which names his/her spouse/partner, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
- written notification of the dates on which he/she proposes to start and finish the period of parental leave; and
- a statutory declaration stating he/she will take that period of parental leave to become the primary care-giver of a child, including any particulars of any period of maternity leave sought or taken by his/her spouse/partner.

The employee will immediately notify Marymead of any change in the information provided to Marymead pursuant to the above provision.

### **8.7 Adoption / Fostering Leave**

For the adoption/fostering of a child under five years of age, the conditions will be the same as the conditions for maternity, parental and partner leave above. For fostering, the provisions apply where it is expected that the child will be joining the family

permanently or for a period of not less than 2 years – that is, the provisions will not apply to employees who foster for short periods of time.

The employee will notify Marymead at least ten weeks or as soon as possible in advance of the date of commencement of adoption or fostering leave and the period of leave to be taken. An employee may commence adoption/fostering leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption or fostering of a child takes place earlier.

Before commencing adoption/fostering leave, the employee will provide Marymead with written advice stating:

- the employee is seeking leave to become the primary care-giver of the child;
- particulars of any period of leave sought or taken by the employee's spouse; and
- that for the period of adoption/fostering leave the employee will not engage in any conduct inconsistent with their contract of employment.

Marymead may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the adoption/fostering does not proceed or continue, the employee will immediately notify Marymead who will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work

An employee seeking to adopt a child is entitled to take two days' leave in the form of unpaid leave, or utilise leave credits such as TOIL, annual leave and long service leave for the purpose of attending compulsory interviews/meetings as part of the adoption process.

### **8.8 Adoption – Bonding Leave**

For the purpose of this provision, child means a child who is being adopted by the employee and is not a child of the employee or of the spouse/partner of the employee.

Where an employee is adopting a child aged 5 or over, the employee will be entitled to 5 days unpaid bonding leave at the time of adoption of the child.

### **8.9 Foster Care – Bonding Leave**

The same provisions apply as for adoption leave where it is expected that the child will be joining the family permanently or for a period of not less than 2 years.

Where an employee is fostering a child aged 5 or over, the employee will be entitled to 5 days unpaid bonding leave at the time of the fostering of the child where it is expected that the child will remain with the family for a period of at least two years.

### **8.10 Variation of Period of Parental Leave**

Unless agreed otherwise in writing, an employee may apply to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

### **8.11 Parental Leave and Other Entitlements**

An employee may, in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

## **8.12 Transfer to a Safe Job**

If a pregnant employee provides her employer with a medical certificate stating that she is fit to work but is unable to continue in her present position she is entitled to be transferred to a safe job. If transferring the employee to a safe job is not reasonably possible for the employer, the employee is entitled to paid leave for the period during which she is unable to continue in her present position (as stated in the medical certificate).

An employee on paid leave in lieu of transfer to a safe job is entitled to be paid for each hour (or part hour) of leave at the employee's basic hourly periodic rate of pay immediately before the period of leave begins. 'Basic periodic rate of pay' means a rate of pay that does not include entitlements such as incentive-based payments and bonuses, loadings, monetary allowances or penalty rates. The employee's basic periodic rate of pay is their actual basic periodic rate of pay, not their guaranteed rate of pay (under an applicable Federal Minimum Wage or an Australian Pay and Classification Scale). If an employee takes this leave, this is in addition to any other leave entitlements, as per the *Workplace Relations Act 1996*.

An employee may need to be transferred to a safe job due to risks arising out of her pregnancy or risks connected with her position. A pregnant employee is only eligible to be transferred to a safe job if she is entitled to, and has formally applied for, maternity leave. This entitlement is in addition to any other leave entitlement and does not reduce the period of maternity leave to which an employee is entitled.

Marymead will always take into account its duty of care to employees in allocation of safe jobs, no matter how long they have been employed and regardless of other entitlements.

## **8.13 Paid Maternity and Parental Leave**

This provision applies to full-time and regular part-time employees and excludes casual employees.

Paid parental leave will form part of the 52 weeks parental leave entitlement.

Ongoing (permanent) employees with 24 months of continuous service with Marymead will also be entitled to the following:

### **8.13.1 Paid maternity leave**

- six weeks of the maternity leave so taken without loss of pay; and
- use of up to 4 weeks of accumulated personal leave.

### **8.13.2 Paid paternity/partner leave**

- one week's paid leave; and
- one week's access to carer leave.

### **8.13.3 Adoption**

Where the child is under the age of 5 years the employee will be entitled to paid leave as outlined for paid maternity or partner leave (see Sections 8.13.1 and 8.13.2).

Where an employee is adopting a child aged 5 or over, the employee will be entitled to 5 days paid bonding leave at the time of adoption of the child.

### **8.13.4 Foster care**

The same provisions apply as for adoption leave (see Section 8.13.3) where it is expected that the child will be joining the family permanently or for a period of not less than 2 years.

## **8.14 Returning to Work After a Period of Parental Leave, Paid and Unpaid**

An employee will notify Marymead of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

The employee will be entitled to the job which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job, pursuant to provision 8.12 above, the employee will be entitled to return to the job they held immediately before such transfer.

Where such a job no longer exists but there are other jobs available which the employee is capable of performing, the employee will be reassigned to a job as nearly comparable in classification and pay to that of their former job.

A parent returning to work after a substantial period of paid or unpaid maternity or parental leave may request that they work part-time or change the total number of hours worked on their return. In this case, at least two months notice needs to be given. Part-time or changed hours of work will be allowed only when the operation of the program is not adversely affected.

After a period of at least 12 months return to work, an employee can apply for a second or subsequent period of unpaid or paid maternity, parental, adoption or foster care leave.

## **9 Other Leave**

### **9.1 Public Holidays**

Employees other than casual employees will be entitled to the following public holidays without loss of pay, namely:

- New Year's Day,
- Good Friday, Easter Saturday, Easter Monday,
- Christmas Day and Boxing Day;

and the following days, as prescribed:

- Australia Day;
- Canberra Day;
- Anzac Day;
- Queen's Birthday;
- Labour Day; and
- additional local public holidays, as gazetted by the Australian Government or the ACT Government.

When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the Monday following Christmas.

When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the Monday or Tuesday after Boxing Day.

When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

Part-time employees will receive normal rates of pay for a pay period containing one or more public or Marymead holidays.

An employee may refuse on reasonable grounds a request to work a public holiday (see Section 2.7 – Working Extra Hours).

### **9.2 Additional Holidays**

Three additional non-public holiday leave days will be granted to all Marymead employees: these days will be taken immediately after the Christmas Day and Boxing Day Public Holidays and before the holiday for New Year's Day.

This means that Marymead will be closed for business from 5pm 24<sup>th</sup> December to start of business at 9am on 2<sup>nd</sup> January. Direct care work and other contractual obligations to provide service will continue during this period.

Employees who are on-call, direct care workers or support workers who work during these three days will be compensated with 1.5 penalty rate conditions.

Direct care workers and support workers will be granted an extra one day's annual leave entitlement, bringing their annual leave total to five weeks and one day.

Where an additional public holiday is proclaimed or gazetted or removed or changed in any way by the authority of the Australian Government or the ACT Government and such a proclaimed or gazetted holiday is to be observed generally by persons of the ACT, then the holiday or changes to that holiday will apply to Marymead employees.

By agreement between Marymead and its employees, another day may be substituted for any public holiday prescribed by this Agreement.

No leave loading will be paid for Public Holidays or for holidays granted by Marymead.

### **9.3 Study Leave**

Marymead will support employees working towards a recognisable formal qualification which is considered relevant to their work or the organisation's needs (see Section 5.6 – Scholarships).

### **9.4 Leave Without Pay (LWOP)**

On application by an employee, the Marymead CEO may at his or her discretion grant to an employee leave without pay (LWOP) for any purpose, provided that approval is not unreasonably withheld.

In principle, extended leave without pay will not be approved.

LWOP will not be available for recurrent annual activities.

Applications in writing to the Marymead CEO for extended leave will be considered on their merits.

LWOP will not usually be available to employees unless they have used all their annual (recreation) leave.

LWOP is not an option for permanent employees to take in short periods. The only exception to this would be in extreme circumstances, at the discretion of the CEO and only after the expiry of all other leave.

During a period of LWOP an employee does not accrue benefits and entitlements –that is, annual leave, sick leave, superannuation benefits etc. On return to work previously accrued personal leave and long service leave are reinstated. An employee cannot access personal leave during a period of LWOP.

### **9.5 Long Service Leave (LSL)**

Long Service Leave (LSL) accrues fortnightly.

The *Long Service Act 1976* (ACT) will apply to Marymead employees with the following variations:

- LSL entitlements will accrue at the rate of 0.3 of a month per year of service. This means, for example, that an employee will accrue 2.1 months of LSL after 7 years of service;
- At the discretion of the CEO, on the recommendation of the Team Leader and Manager, and conditional on the employee completing satisfactory annual appraisals (or there are no performance or other issues), employees may be given access to LSL after a period of five years.

If an employee leaves Marymead and is entitled to transfer their LSL to another organisation, Marymead will transfer the entitlement applicable under the *Long Service Act 1976 (ACT)*.

## **9.6 Leave in Exceptional Circumstances**

Other leave may be granted by the Marymead CEO, having regard to the operational needs of the organisation. The intention of other leave is to provide flexibility for Marymead and its employees, in exceptional circumstances where personal or annual leave is not available. Examples include responding as a volunteer to community emergencies and exceptional family / domestic emergencies.

This leave in exceptional circumstances may be paid or unpaid. Any such leave granted does not form a precedent for other leave decisions.

All relevant paid leave including TOIL must be exhausted before such leave is granted.

## **9.7 Jury Service**

An employee will be allowed leave of absence during any period when required to attend for jury service.

## **9.8 Blood Donors**

An employee may take leave up to four separate times in a calendar year to donate blood without deduction of pay.

## **9.9 Cultural Leave / Aboriginal Custom and Traditional Law**

An employee who is able to establish to Marymead that they have an obligation under his/her cultural heritage or Aboriginal custom and/or traditional law to participate in ceremonial activities will be granted special leave.

An employee will be on special leave in accordance with this provision where the employee can establish that although he/she is not entitled to personal leave, he/she has a cultural obligation, for example in ceremonial activities due to a major Aboriginal family significance of a bereavement.

An employee who is entitled to leave under this provision and has fully utilised such leave, will be on special leave in accordance with this provision where the employee can establish to Marymead that they are under an obligation to participate in cultural obligations, for example ceremonial activities due to the major Aboriginal family significance of bereavement.

For the purpose of this provision, an employee will be on special leave for the period he/she can establish to Marymead is necessary to fulfil his/her obligation.

Special leave granted pursuant to this provision will be unpaid leave.

In principle, extended leave without pay will not be approved.

## **10 Managing Underperformance and Dispute Avoidance/Resolution Procedures**

### **10.1 Underperformance / Failure to follow procedures and directions**

If a supervisor believes that an employee is underperforming, or they have failed to obey a reasonable direction or operate within Marymead or program guidelines, the supervisor may:

- Use regular supervision arrangements to identify any performance issues and offer the employee appropriate support to address these, including additional training, information about standards that employees are expected to meet in the position, corrective feedback, or other forms of guidance as appropriate.
- In the event that the use of regular supervision fails to establish (or re-establish) performance, or the matter is serious, the supervisor or the supervisor and member of the management team will conduct a Performance Discussion which will set out clear expectations of the employee and review the employee's performance within a set timeframe. This will be noted in writing.
- In the event that performance management fails to improve performance, the employee will be given a formal written invitation to attend a Disciplinary meeting. For a serious matter, this meeting will be a starting point. At this meeting a final opportunity will be offered to the employee to meet the expectations within a limited timeframe. Ultimate failure to re-establish performance may lead to transfer to other duties, demotion or dismissal.

### **10.2 Dispute Avoidance / Resolution and Grievances**

Marymead and its employees agree that, in the event of a dispute relating to matters covered by this Agreement, the procedures outlined in this clause will apply.

Marymead and its employees agree that work will continue while the procedures outlined below are applied. In instances where a genuine safety issue is involved, employees will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.

Throughout the procedure outlined below, employees may choose to be accompanied by a person of their choice. Where employees choose to be accompanied, they will inform their immediate supervisor and/or the relevant level of management.

Where disagreements arise over matters covered by this Agreement, or matters in the workplace which cannot be resolved between employees, the following procedures will apply:

- Employees will discuss the matter with his/her immediate supervisor. In circumstances where the matter may relate to the behaviour or actions of the immediate supervisor and it would be inappropriate to discuss the matter at that level, employees may discuss the matter with the next highest level of management.
- If the matter is not resolved at that level, the persons concerned may arrange further discussions involving more senior levels of management as appropriate.

- If the matter remains unresolved after the consultation process has been exhausted, it is agreed that the matter be referred to a mutually agreed independent mediator for resolution. The mediator should initially be satisfied that the persons concerned have genuinely undertaken the steps outlined above. Should mediation prove unsuccessful, the mediator is empowered to make recommendations to the Marymead CEO.

Nothing in the above procedure shall preclude a supervisor referring the matter to the appropriate level of management in circumstances where that level of management has been bypassed by the employee concerned.

If the matter is not resolved after the preceding steps have been undertaken then the matter may be notified to the Australian Industrial Relations Commission by any of the parties to the dispute:

- unless agreed to the contrary by the parties to the dispute, the Commission shall, in responding to notifications, have regard to whether the parties to the dispute have in good faith undertaken the previous steps of these procedures; and
- for the purposes of section 701 of the *Workplace Relations Act 1996*, the Australian Industrial Relations Commission by this Agreement is empowered to settle the matters in dispute.

Employees participating in dispute resolution procedures will not suffer any loss in pay.

## 11 Separating from Marymead

### 11.1 Resignation

Employees are required to give a minimum of three weeks' notice of their intention to leave, except employees at Grade 7 and above who are required to give four weeks' notice.

Any entitlements accrued by the employee during their employment with Marymead, subject to any provisions related to those entitlements covered elsewhere in this Agreement, will be paid in the employee's final payment.

Employees are required to complete an exit form with Human Resources and to return keys and any other Marymead property before a final payment is made. Employees will also usually have an exit interview with their supervisor.

### 11.2 Termination

#### 11.2.1 *Notice of termination by employer*

In order to terminate the employment of a full-time or permanent part-time employee, Marymead will give to the employee the period of notice (excluding the period of probation) specified in the table below:

| <b>Period of continuous service</b>              | <b>Period of notice</b> |
|--|-------------------------|
| 1 year or less                                   | 1 week                  |
| Over 1 year and up to the completion of 3 years  | 2 weeks                 |
| Over 3 years and up to the completion of 5 years | 3 weeks                 |
| Over 5 years of completed service                | 4 weeks                 |

In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by Marymead making payment for the remainder of the period of notice.

In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

The period of notice in this clause shall be applied consistent with the *Workplace Relations Act 1996*, which in part excludes employees dismissed for neglect of duty or serious misconduct.

Continuous service shall not include unauthorised non-service leave.

#### 11.2.2 *Notice of termination by an employee*

The notice of termination required to be given by an employee is the same as that required of Marymead, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

If an employee fails to give notice Marymead has the right to withhold monies due (excluding annual leave) to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 11.2.3 **Summary dismissal**

Marymead has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this agreement are to be paid up to the time of dismissal only.

### 11.2.4 **Legislation**

The intent of this clause is to comply with the termination of employment requirements of the *Workplace Relations Act 1996* and Workplace Relations Regulations. Should any inconsistencies arise between this clause and the legislation, then the legislation will take precedence.

## 11.3 **Redundancy**

Redundancy occurs when an employer makes the decision that there is no longer a need for a certain position to exist within the service, or funding for the position is not renewed. Either of these circumstances could lead to the need to terminate the employment of individual employees.

In the event that one of these circumstances arises, Marymead will provide the terminated employee with the period of notice (severance pay) specified in the table below:

| <b>Period of continuous service</b> | <b>Severance pay</b> |
|-------------------------------------|----------------------|
| Less than 1 year                    | Nil                  |
| 1 year and less than 2 years        | 4 weeks' pay         |
| 2 years and less than 3 years       | 6 weeks' pay         |
| 3 years and less than 4 years       | 7 weeks' pay         |
| 4 years and less than 5 years       | 8 weeks' pay         |
| 5 years and less than 6 years       | 10 weeks' pay        |
| 6 years and less than 7 years       | 11 weeks' pay        |
| 7 years and less than 8 years       | 13 weeks' pay        |
| 8 years and less than 9 years       | 14 weeks' pay        |
| 9 years and less than 10 years      | 16 weeks' pay        |
| 10 years and over                   | 16 weeks' pay        |

In addition to the notice referred to above, employees who have been employed for more than two years and who are over the age of 45 years will be given one week extra notice or payment in lieu.

The above applies provided that the severance payments will not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

**Weeks' pay** means the basic rate of pay for the employee concerned, provided that such rate will **exclude**:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### **11.4 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

#### **11.5 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Section 11.2. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### **11.6 Job search entitlement**

During the period of notice of termination given by the employer, an employee will 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.

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 will, at the request of the employer, be required to produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### **11.7 References**

Marymead will provide a written or verbal reference only in response to a specific job application. A statement of service can also be provided. References will be written by an employee with a supervisory capacity – Team Leaders, Managers, DCS or CEO.

## **12 Worker's Compensation**

All accidents and incidents must be reported to a Team Leader and recorded immediately on the day the accident or incident occurred.

All worker's compensation claim forms will be forwarded by Marymead to the insurance company within 48 hours. Liability will not be accepted by Marymead until advised by Marymead's insurance company.

Employees will be able to access sick or annual leave entitlements to cover absences for which worker's compensation has been claimed. The payment of such leave entitlements in no way should affect the processing of the employee's claim to worker's compensation nor should be taken in any way to be an acceptance of Marymead or its insurer of liability for the claim. Upon acceptance of the claim by the insurance company, any personal entitlements used as a result of the Worker's Compensation claim will be reinstated in full.

On receipt of notification of liability acceptance from the insurance company an employee who is absent on worker's compensation will be paid an amount calculated by the insurance company based on a 3 month period average.

## **13 Anti Discrimination and Diversity in the Workplace**

Marymead values fairness, equity and diversity. It is the intention of Marymead to respect and value the diversity of its work force by preventing and eliminating unlawful discrimination on the basis of race, colour, gender, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. Harassment of any kind will not be tolerated.

Marymead recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. Marymead aims to ensure that this diversity contributes to effective decision-making and delivery of client service.

Where a discrimination or harassment issue arises, Marymead will take quick action to address the issue.

## **PART B – SHIFT WORKERS: Direct Care Workers and Support Workers**

### **14 Shift Work Conditions**

#### **14.1 Shift Work**

At Marymead employees employed as shift workers are generally Direct Care Workers and Support Workers. This staff group provides direct care to children and young people living at Marymead or in a Marymead community managed home or with the child or young person's own family. This care can be provided at any time day or night, seven days a week, 365 days a year. Staff are rostered to perform agreed duties. Special conditions provide for employees working in these programs where significant numbers of hours worked are outside core work hours (7am to 7pm Monday to Friday).

Because of the changing and sometimes crisis nature of the work, Marymead reserves the right to ask employees to work outside the hours set in this document. This might, for example, involve working longer hours, or working with a shorter break than agreed between shifts. Such variations will be made only with the agreement of the employee.

Conditions of employment for Marymead shift workers are the same as the conditions for all staff, set out in Part A, except as indicated below.

Part B of this Agreement sets out the conditions of employment which particularly relate to shift work staff and highlight the application of some employment conditions for shift workers.

#### **14.2 Definitions**

'Shift work' is scheduled work which regularly includes hours worked outside of the hours of 7am and 7pm, Monday to Friday.

'Day shift' means a rostered shift or any number of hours between 7am and 7pm.

'Afternoon shift' means a complete rostered shift of any number of hours commencing at or after 11am and finishing at or after 7pm on the same day.

'Stand-up shift' means a complete rostered shift of no more than 10 hours worked between the hours of 7pm and 7am inclusive and finishing at or after 12 midnight, during which time an employee does not sleep.

'Night shift' means a complete rostered shift which starts after 7pm and ends no later than 7am and includes an eight hour sleep period.

'Extended sleepover' means a complete rostered shift which starts no earlier than 2pm and ends no later than 10am the following morning, and includes an eight hour sleep period.

#### **14.3 Shift work hours**

Shift workers work 38 hours per week, (full-time) averaged over 152 hours within a work cycle of a 4-week period. The work cycle consists of a combination of day, afternoon, night and extended sleepover shifts, Monday to Sunday inclusive, which are of varying length, as provided for in this Agreement. Employees may work all or some parts of this cycle.

Due to the nature of the work, shifts are of varying length and may vary from program to program and at different times. For example, in some programs an extra shift worker is usually rostered on at mealtimes and if young people need to be driven to see their parents. From time to time, an extra shift worker is rostered on due to the behaviour or needs of a particular resident. More staff and day shifts are needed during the school holiday periods.

Employees rostered to work on a stand-up shift over the night of changeover of daylight saving time will be paid for actual hours worked.

#### **14.4 Rosters**

Rosters are prepared to the best of Marymead's ability, 4 weeks in advance, giving employees a chance to make comments and changes. Shift workers will be given advance notice of shift changes, whenever possible.

Where there are significant changes in clients' routines and needs, changes may have to be made at the last minute, but all employees affected are personally contacted and consulted. All shift workers must provide and update an availability list (where there are changes, for example, university students whose timetables change, those changes must be communicated to the Team Leader and/or the person responsible for rosters four weeks in advance). By negotiation with the Team Leader, House Administrator, the Senior Direct Care Worker or the on-call worker, employees can request to swap shifts.

#### **14.5 Amenities**

Whilst on duty, shift workers will be provided with free tea and coffee as well as free meals when they or others are preparing meals for residential clients.

Shift workers on sleepover shifts will be provided with a bedroom or suitable sleeping area and bathroom, neither of which is shared with clients.

#### **14.6 Non-rotating rosters**

Where a non-rotating roster exists in a program, the roster will be reviewed at minimum every three months or as needed according to program requirements. Allocations will be made after negotiations between all employees affected and the House Administrator or the Senior Direct Care Worker. In the case of an employee being dissatisfied, normal grievance procedures apply, that is, in this case, the employee may speak to the Team Leader if the issues have not been resolved after talking to the House Administrator or the Senior Direct Care Worker.

#### **14.7 Extended Sleepover Shifts**

Best care principles indicate that continuity of care is important for children and young people. Marymead practice is to ensure whenever possible that when children and young people wake up, the shift worker who was on duty when they went to sleep is still on duty in the morning. This requires that shift workers on sleepover be on shift for a longer period than provided for elsewhere in this Agreement.

Employees may be rostered to perform an extended sleepover period of engagement. This period will start no earlier than 2pm and ends no later than 10am the following morning, and includes an eight hour sleep period.

An employee will not be required to work more than 2 extended sleepover shifts in the course of their ordinary working week, but 3 extended sleepovers may be worked in a

week by mutual agreement between the employee and the manager or manager's delegate.

No more than 2 extended sleepover shifts may be worked consecutively without the agreement of the employee.

Extended sleepover shifts will be paid at the appropriate penalty loading for hours worked, except for the sleep period that will be paid as an allowance equivalent to eight hours at the ordinary rate. The additional payments prescribed for the sleep period will not form part of the employee's ordinary pay for the purposes of this Agreement. Being paid as an allowance, the hours of the sleep period will not be counted as hours worked for the purposes of calculation of annual leave, annual leave loading, long service leave and overtime.

## 14.8 Shift work penalty rates

### 14.8.1 Weekdays

Day shifts do not attract penalty rates Monday to Friday.

Shift workers working afternoon shifts, (a shift ending after 7pm), extended sleepover shifts or night shifts and stand-up shifts, will attract a penalty loading of 20% for the hours of those shifts worked between midnight Sunday and midnight Friday, except for sleeping hours which will be paid at base rate.

| Shifts  | Penalty loading |
|---|-----------------|
| Started at or after 6am and ending before 7pm   | 0%              |
| Started at or after 11am and ending after 7pm (except for sleep periods at base rate) | 20%             |
| Started at or after 7pm and ending by 7am (except for sleep periods at base rate)     | 20%             |
| Stand-up sleepover – all hours  | 20%             |

### 14.8.2 Weekends

All employees working between the hours of midnight Friday and midnight Saturday will attract a penalty loading of 50% for hours worked during this period.

| Shifts   | Penalty loading |
|--|-----------------|
| All shifts (except for sleep periods at base rate) | 50%             |
| Stand-up sleepover – all hours                     | 50%             |

All employees working between the hours of midnight Saturday and midnight Sunday will attract a penalty loading of 100% for hours worked during this period.

| <b>Shifts</b>                                      | <b>Penalty loading</b> |
|--|------------------------|
| All shifts (except for sleep periods at base rate) | 100%                   |
| Stand-up sleepover – all hours                     | 100%                   |

### **14.8.3 Public holidays**

Any public holidays actually worked will be paid at 1.5, with the exception of Christmas Day, which will be paid at double time. Three extra Marymead holidays between Christmas and New Year actually worked will be paid at 1.5.

### **14.9 Breaks between shifts**

Employees ending a shift of more than eight hours duration must have a break before recommencing duty. This break should be no less than 12 hours, unless back-to-back arrangements have been agreed with the program Team Leader.

Employees ending a shift of more than five hours and less than eight hours duration must have a minimum break of eight hours before recommencing duty. For the purposes of this paragraph, team meetings are not regarded as shift time.

Employees may, if they agree, complete a shift of less than five hours and return for a second shift, as long as the duration of the two shifts added together do not exceed 12 hours in any 24 hour period. This must be approved by the program Team Leader.

### **14.10 Clear Days**

Employees will work for no more than five days out of seven in any Monday to Sunday period.

Employees will have two clear 24 hour periods free of work each week. Where possible, these two days will be consecutive.

### **14.11 Allowances**

#### **14.11.1 Sleep allowance**

The sleep period of 8 hours will be paid as an allowance equivalent to eight hours at the ordinary rate.

Disturbances during the sleep period will attract an additional penalty loading for each half-hour of the disturbance. The loading will be 20% for disturbances occurring between midnight Sunday and midnight Friday, 50% for disturbances occurring between midnight Friday and midnight Saturday, and 100% for disturbances occurring between midnight Saturday and midnight Sunday.

#### **14.11.2 Meals allowance**

A meal allowance is paid when a DCW has worked for a consecutive period of over 5 hours (e.g. 5 hours and 15 minutes). A shift of 5 hours (inclusive) or less does not incur a meal allowance. The meal allowance will be reviewed regularly.

### **14.12 Excursions and Escorts**

Where an employee agrees to escort and/or supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

- Payment at ordinary rate for time worked between 7am and 7pm up to maximum of 10 hours per day. A penalty rate of 1.5 will apply to other hours worked, except the sleep period.
- Payment of sleep period allowance where appropriate, in accordance with the provisions under Section 14.11.1.
- Payment of meals allowance where appropriate, in accordance with the provisions under Section 14.11.2.

## **14.13 Leave Entitlements**

### **14.13.1 Annual (recreation) leave**

**All full-time employees** will be entitled to five weeks and one day (a total of 26 days) paid annual leave for each twelve months of continuous service. The extra day compensates for extra leave given by Marymead between Christmas and New Year and an additional public holiday as gazetted by the ACT Government. A 17.5% leave loading will apply to this leave. All leave is pro-rata for part-time employees.

### **14.13.2 Other leave**

All other leave entitlements are as set out in Part A of this Agreement.

## **14.14 Time off in lieu (TOIL)**

TOIL is usually not accrued by Direct Care Workers or Support Workers unless particular arrangements are made with the Team Leader or Manager.

## **14.15 Overtime**

Overtime is calculated at the end of a four week cycle and payable at 1.5 for the first three hours, and then double time for all other hours worked above 152 hours. An employee may work extra hours during a roster, but may then have the hours of the remaining part of the roster reduced, so that they still work 152 hours over the four week period. For OH&S reasons, if an employee has worked extra hours, the program will attempt to reduce subsequent hours to 152. However, staff rosters will be kept as even as possible to avoid financially disadvantaging employees on the fortnight with fewer hours.

A part-time employee will not be paid overtime unless they work more than 152 hours in the four week period.

At the written request of an employee, Marymead may approve overtime to be calculated over six four-week cycles (912 hours) instead of one four-week cycle. This means an employee will be paid at a rate of 1.5 for the first three hours, and double time for all other hours worked above 912 hours in the six four-week cycles.

## **14.16 Working Across Shift and Non-shift Programs**

Some employees may work in more than one program. If an employee works across a shift work and a non-shift program, he/she cannot have the benefits of shift work conditions (that is, 5 weeks and one day annual leave) and the benefits of non-shift conditions (that is, a day off on public holidays). Employees will be considered to be Program Workers. That is, they will be paid at the appropriate penalty rates for the shifts

they work, but will have four weeks annual leave as well as being paid for non-worked public holidays.

Employees working across more than one program must take responsibility for the total number of hours worked and inform their supervisor/s if extra hours of work will mean work above 76 hours in a fortnight.

### **14.17 Training**

Employees will receive training to support their work. This is usually identified by the program and offered to employees. Employees can suggest a particular training session that they are interested in, but it must be agreed upon and approved by their Manager.

Training costs will be paid by the program, and employees will be paid for the hours attending the program. When training occurs during their rostered hours, the program will replace that shift for the employee. For training occurring outside Canberra a Marymead car will be provided if possible, or mileage will be paid or other arrangements made.