



## Employment contracts & associated arrangements

<b>Effective date</b>	1 September 2006
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<b>Review date</b>	January 2015
<b>Guideline owner</b>	Human Resources
<b>Applies to</b>	All employees of the Diocese of Lismore
<b>Related guidelines &amp; procedures</b>	Incorporates all workplace policies.
<b>Headings</b>	Objective Casual employment Long term casual employment Job sharing Part-time employment Probationary period Minimum employment period Legislation
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### Objective

To provide guidelines on the various types of employment contracts available.

### Casual Employment

A casual employee is engaged by the hour and paid by the hour. Casual employees are not entitled to paid leave of any kind.

A casual employee will be paid the ordinary rate of pay plus casual loading unless the industrial award or agreement specifies otherwise. The loading is in lieu of benefits including all leave entitlements, penalties and loadings not provided to casual employees. The percentage paid is outlined in the relevant award or agreement.

A casual employee will be paid for a minimum period as per their award or agreement.

A casual employee required to work shift work will receive either the casual loading or the appropriate shift penalty, whichever is the greater. Overtime is paid at the ordinary overtime penalty rate with casual loading.

A casual employee required to work on a public holiday will be paid casual loading on both his/her ordinary rate and his/her holiday penalty rate unless their award or agreement says otherwise.



## Long Term Casual Employment

A long term casual employee is an employee engaged as a casual employee on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

A long term casual employee entitlements are limited to access to flexible working arrangements and parental leave in accordance with the Fair Work Act.

## Job Sharing

The Parish offers a range of flexible work arrangements to support employees with balancing their work life and family obligations. Job sharing is a flexible, voluntary arrangement in which two people share one full-time position with equal or shared responsibility on a regular ongoing basis. Job share employees are treated as part-time and they receive pro-rata entitlements.

An employee may seek a job share arrangement by approaching their Parish Priest/Manager. The Parish Priest/Manager, when considering approval of a job share arrangement will examine the nature and requirements of the work, the delegation of work to employees, the affect on co-workers/customer service and the method of monitoring and assessing the arrangement. They will approve the application if they are satisfied that work and operational requirements can be satisfied.

## Conditions

1. Pro-rata entitlements: Conditions for job share employees should be pro-rata for all existing and future industrial instrument provisions
2. Additional Duties: Subject to conditions of employment, employees would be expected to do other duties on a pro-rata basis and only on a day when they are normally in attendance
3. Minimum and Maximum number of hours: Employees must be employed for .2 to .8 of the normal hours which a full time employee is required to work;
4. Spread of Hours: The employer will provide for a reasonable and agreed spread of hours. Agreement should be reached in consultation with employees;
5. Variation of hours: Hours can be varied by mutual consent;
6. Job Share Contract: The terms of the agreement and any variation to it shall be in writing and provided to the employee by the employer. The agreement includes:
  - That the employee will enter into a job share arrangement;
  - The hours to be worked, the days upon which the employee works and the commencing times for the work;
  - The period of part-time employment, if exercising rights under return to work provisions of agreement or contracts;
7. Consultation and Communication: There needs to be a provision made for adequate consultation and the development of formal structures for effective communication between job sharers;
8. Absences: If a job share employee is absent then the employer will offer the other employee in the job share arrangement the day(s) work. This work if accepted is paid at the appropriate hourly rate;



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9. Resignation: If a job share employee leaves employment the remaining employee will be offered the residue of employment. If this employee does not wish to accept this residue of employment a suitable alternative will be negotiated. In the event of such negotiations, the remaining employee may have the option of participating in the selection process;
10. Access and Equity: Job share employees should have the same access as full-time employees to:-
  - Participation in decision making and planning processes
  - Meetings / Information sessions
  - Training
  - Professional development
  - Promotion opportunities

## **Part-time Employment**

Part time employment occurs where an employee is rostered to work regular hours each week. The periods can occur on the same days of each week or the days can vary from week to week in accordance with a predetermined roster.

Part time employees are entitled to industrial instrument provisions on a pro rata basis.

Overtime is not paid unless more than the full time hours are worked on a day or the weekly ceiling of hours prescribed in the appropriate award or agreement is exceeded except where the employee is **requested** to work outside the normal spread of hours or on a public holiday.

## **Probationary Period**

The Parish is committed to employment practices that are fair, equitable and provide the organisation with a highly skilled, adaptable and motivated workforce. The probationary period for positions within the Parish is aimed at supporting employees and the organisation in achieving this outcome. Appropriate training should be provided by the employer to that end.

Accordingly, a person permanently appointed as an employee will commence employment on a probationary period.

## **Purpose of Probationary period**

The purpose of a probationary period is to provide:

- a period of orientation and training;
- to allow for an assessment to be made of the employee's aptitude and capacity to perform in their position; and
- an opportunity for the employer and the employee to assess each other.

## **Application**

Probationary period will apply to all new permanent employees. Appointment on probationary period will not apply to casual engagements, temporary appointments, employment on a contract basis or appointment on promotion.



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The period of probation and extension of probation must be brought to the prospective employee's attention prior to the commencement of employment. This should be done in the prospective employee's letter of offer of employment and may be included in advertisements.

## **Probationary Period**

The Employee shall be required to work a probation period of 6 months. Reviews will be held at the end of 1, 3 and 5 months during which time conduct and performance will be assessed in accordance with the following:

- a) adherence to, support for, and implementation of the Employer's philosophy, policies, practices and procedures on a day-to-day basis; and
- b) meeting the Employer's expectations and outcomes sought in that regard, as well as satisfactorily progressing towards achieving the objectives and performance measures contained in their position description.

If conduct or work performance are considered unsatisfactory employment may be terminated.

## **Minimum Employment Period**

The minimum employment period formerly referred to as the '*qualifying period*' of (6) months should not be confused with the probationary period and affects all employment arrangements covered by the Fair Work Act 2009. During this period an employee is excluded from bringing an application for unfair dismissal. As a result the combined probationary and/or extension of probationary period should not exceed 6 months.

## **Legislation**

Fair Work Act 2009 (Cth)