

HUMAN SERVICES TRAINING ADVISORY COUNCIL INCORPORATED
COLLECTIVE AGREEMENT
2007

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Clause 1 – TITLE

This Agreement is titled Human Services Training Advisory Council Incorporated Collective Agreement 2007.

Clause 2 - ARRANGEMENT

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Clause 3 - SCOPE OF AGREEMENT AND DURATION OF AGREEMENT

This Agreement shall apply to the employment of all employees of the Human Services Training Advisory Council Incorporated who are engaged in work covered by Social and Community Services Industry - Community Services Workers – Northern Territory Award 2002 [AW817216].

This agreement shall operate from the beginning of the first pay period on or after the date of lodgement of this agreement and will remain in force for three years after the date of lodgement.

Clause 4 - PARTIES BOUND

This Agreement will be binding on Human Services Training Advisory Council Incorporated and the

employees of the Human Services Training Advisory Council Incorporated and the Australian Municipal Administrative Clerical and Services Union SA & NT Branch (known as 'the ASU').

Clause 5 – DEFINITIONS

“Award” will mean the Social and Community Services Industry - Community Services Workers – Northern Territory Award 2002 [AW817216] in its entirety as at March 26 2006, excluding prohibitive content in accordance with Section 356 of the Workplace Relations Act, as appended to this agreement.

“Consultations” is a process which will have regard to employees’ interest in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

“Council” means Human Services Training Advisory Council Incorporated.

Clause 6 - RELATIONSHIP TO AWARD

This Agreement will be read in conjunction with the Social and Community Services Industry - Community Services Workers – Northern Territory Award 2002 [AW817216] in its entirety as appended to this agreement, excluding prohibitive content in accordance with Section 356 of the Workplace Relations Act, to the extent that any inconsistency that occurs between the Award and the main body of this Agreement, the conditions of this Agreement will prevail.

Clause 7 - CONSULTATION AND COMMUNICATION

The Human Services Training Advisory Council Incorporated and the employees are committed to consultations and communication throughout all levels of the Council. The Human Services Training Advisory Council Incorporated and the employees agree that effective mechanisms for communication are fundamental to the achievement of greater productivity, efficiency, flexibility and job satisfaction.

Clause 8 - DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES

The objective of these procedures is the avoidance and resolution of industrial disputation through measures based on the provision of information and explanation, consultation, co-operation and negotiation.

Without prejudice to either party and, except where a bona fide safety issue is involved, the parties shall ensure the continuation of work and that work practices applied during the operation of these procedures are in accordance with established custom and practice of the workplace. Where a bona fide safety issue exists, a member shall not work in an unsafe environment but, where appropriate, accept reassignment to alternative suitable work in the meantime.

When requested by the employee or employees, management will provide relevant information and explanation and consult with the union as the employees’ chosen representative.

In the event of any matter arising which is of concern, the following process shall be followed:

- The employee shall discuss the matter with the Executive Officer.

- Where the matter remains unresolved, the employee or employees may request the union's or employee representative's involvement, in which case they will be notified and a conference on the matter may be arranged for discussion and appropriate action identified.
- Where the matter remains unresolved, the employee or their representative or the Executive Officer shall raise the matter either formally or informally with a member or the whole of the Management Committee of the Council;

If the dispute is not resolved, either party can refer the dispute to the Australian Industrial Relations Commission for resolution in accordance with the Workplace Relations Act. All parties consent to give the Australian Industrial Relations Commission the power to conciliate and arbitrate to resolution any matter arising within the terms of this Agreement including the Social and Community Services Industry - Community Services Workers – Northern Territory Award 2002 [AW817216].

Clause 9 – RATES OF PAY AND PAY RISES

The rates of pay and annual increments are as stated in the individual employees' common law contracts of employment.

All annual salary rates in all levels and all the increments within the levels in this agreement are to be increased on 1 January each year for a period of three years by 4% per annum, commencing from 1 January 2007.

Clause 10 - CONDITIONS OF EMPLOYMENT PRIOR TO THIS AGREEMENT

All employees whose employment commenced prior to this agreement being made and whose terms and conditions of employment, prior to the making of this agreement, included conditions of employment derived from letters of appointment or other common law contracts of employment that provided conditions of employment more generous to the employee(s) than those contained in this agreement including, but not limited to conditions such as additional Annual Leave, will continue to be entitled to any such conditions of employment as have been confirmed in writing prior to the commencement of this Agreement. No employee will suffer any loss of wages or conditions to which they are currently entitled as a result of making this Agreement.

Basis of Employment

Employees will be employed in one of the following categories:

- Full-time
- Part-time
- Casual
- Fixed term

Full-Time Employment

Full-time employment means 37.5 hours per week.

Part-Time Employment

A part-time employee is an employee who works less than full-time hours of 37.5 hours per week and is provided, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same work.

An employee engaged on a part-time basis shall be entitled to all payments, allowances and entitlements for the classification and the number of ordinary hours, on a proportional basis, calculated as a ratio of their hours to full-time hours.

Part-time employees will work regular hours on regular days as agreed between the employee and the Executive Officer. Changes in weekly hours of attendance will only be made following consultation with the employee.

Arrangement may be made by agreement with the Executive Officer for employees to share the hours and duties of one position. Where this occurs, a written agreement will be entered into between the Executive Officer and the employees setting out the share arrangement.

Casual Employment

The Council may engage a casual employee for temporary relief/workload purposes. Before engaging an employee on a casual basis, consideration will be given to employment on a fixed-term or ongoing basis.

A casual employee will be paid the hourly rate for the work level performed plus a loading of 20% in lieu of Annual and Sick Leave entitlements.

Fixed Term Employment

A fixed term employee may be engaged to work on either a full-time or part-time basis:

- for the completion of a specified task[s] or project; or
- to relieve an employee taking leave in accordance with this agreement.

Probation Period

All new employees, other than casual employees, will be subject to a probation period of three months. At the end of the probation period, the employee will:

- be confirmed in the position, or
- be given notice by the Executive Officer of an intention to terminate their employment if the Executive Officer has documented performance problems, counselled and assisted the employee to overcome identified performance problems and demonstrated that the employee is unable to attain or sustain a competent level of performance in the duties of the position.

In the absence of either of the above, the employment will be considered to be ongoing.

Advice to Employees on Commencement

Upon commencement, the Council will provide each new employee, other than casual employees, with a written statement that will specify:

- the title and nature of the position
- the employee's classification
- the commencing salary level
- the employee's regular hours of work
- duration of contract (if applicable)
- the length of the probation period

Outside Employment

Employees may only undertake work outside of the Council that the Executive Officer considers :

- will not give rise to a conflict of interest;
- will not give rise to any liability for the Council;
- will not harm the reputation of the Council; and
- is not a threat to the employee's physical or mental ability to satisfactorily perform their duties with the Council.

CLAUSE 11 – ANNUAL LEAVE

- (1) **Entitlement:** An employee, other than a casual employee, shall receive four (4) weeks paid Annual Leave after 12 months continuous service.
- (2) **Leave allowed before due date:** An employee, other than a casual employee, who has completed at least one months continuous service may, on written application to the Executive Officer, be granted Annual Leave on a pro rata basis prior to the completion of any period of a full 12 months service. Where the Executive Officer grants pro rata Annual Leave:
 - (a) the employee shall receive payment of Annual Leave loading in accordance with sub-clause (6) below;
 - (b) the period of pro rata Annual Leave is deducted from the Annual Leave otherwise payable at the end of that period of 12 months service.

Approval of any application for pro rata Annual Leave will be subject to the Executive Officer's convenience and will not unreasonably affect the operation of the Council. The Executive Officer will not unreasonably withhold such approval.

- (3) **Annual leave exclusive of public holidays:** If a public holiday, as prescribed in the Award, falls within a period of Annual Leave and is on a day that would have been an ordinary working day for the employee, then extra time equivalent to the ordinary time which the employee would have worked if such day had not been a public holiday will be added to the employee's Annual Leave.
- (4) **Time of taking leave:** Annual Leave will be taken at a time determined by mutual agreement between the Executive Officer and the employee within a period not exceeding six months from the date when the right to Annual Leave accrued. Such Annual Leave may be deferred by mutual agreement in writing between the Executive Officer and the employee.
- (5) **Proportional leave on termination:** If an employee, who has been employed continuously for one month or more, does not complete any period of 12 months service he/she will, on the termination of his/her employment, be entitled to payment in lieu of Annual Leave on a pro rata basis for each completed month of service.
- (6) **Annual Leave loading:** On taking a period of Annual Leave an employee will receive a loading of 17.5 per cent calculated on the rate of pay.

- (7) **Sickness on Annual Leave:** An employee who is incapacitated due to illness or injury for five or more continuous days while on Annual Leave may apply for Sick Leave for this period of illness. If Sick Leave is granted, the employee's Sick Leave credits may be debited and his/her Annual Leave credited for such time.

The employee must provide satisfactory medical evidence to the Executive Officer in respect of the period of illness or incapacity.

CLAUSE 12 –SICK LEAVE AND PERSONAL LEAVE

The employer acknowledges the relationship between work and personal commitments and the importance of implementing flexible systems which minimise the potential conflict between the two. Therefore, in the taking of Sick Leave, Bereavement Leave and Family Leave the following will apply:

- (1) The Executive Officer will allow the use of 17 days paid leave per annum to all employees to be used for Personal Leave purposes that is, 15 days Sick Leave entitlement and 2 days Bereavement Leave provision.
- (2) Employees may elect to use up to 5 days per year from the 17 days entitlement in any manner deemed appropriate by the Executive Officer to meet their personal and family needs. Employees, in the first instance, shall access any accrued time under the flexible hours arrangements in the taking of time-off from work to attend to responsibilities of a personal nature, and Personal Leave should not be used as a supplement to Annual Leave or for personal activities an employee would normally schedule for Annual Leave, flexible, or time outside of normal work hours.

The whole 17 days Personal Leave per annum is also available to employees as Carer's Leave for immediate family or household members. This leave is subject to the clauses below:

- (3) Wherever possible, leave under this clause shall be sought and approved prior to the actual taking of the leave. Where the Personal or Family Leave is continuous with a weekend or long weekend, a full day taken in accordance with the flexible hours arrangement (where applicable), Annual Leave, Long Service Leave or RDO (where applicable), the Executive Officer may require some proof regarding the circumstances necessitating the absence.
- (4) A medical certificate will be required to be produced (to qualify for payment of the absence) in respect of Sick Leave taken for two or more days, and for a single days absence taken to coincide with a weekend, public holiday or RDO (where applicable).
- A Statutory Declaration may be accepted by the Executive Officer, where in his/her opinion a medical certificate was unable to be obtained.
- (5) For the purpose of this Agreement, absenteeism will be calculated on a yearly basis using the employee's anniversary date.

- (6) Employees who are unable to attend work due to sickness or Personal Leave must, whenever possible, telephone the Executive Officer prior to the normal morning start time unless prior arrangements have been made in accordance with Clause (3).
- (7) Up to 15 days of Sick/Personal Leave not taken in any one year shall accrue and may be taken in subsequent years of continuous employment as either Sick Leave or Carer's Leave.
- (8) Part-time employees shall be entitled to the provisions of this clause on a pro rata basis.
- (9) Nothing in this clause shall prevent the Executive Officer from granting special leave for an employee in circumstances of exceptional need.

With the exception of unpaid Carer's Leave for casual employees, this clause replaces all entitlement to Sick Leave, Bereavement Leave and Family Leave provided under the award and applying to Human Services Training Advisory Council Incorporated and its employees.

Clause 13- PRO RATA LONG SERVICE LEAVE

Long Service Leave will be in accordance with the Long Service Leave Act of the Northern Territory Parliament. In addition, employees will be entitled to Long Service Leave on a pro rata basis after five years of continuous service of employment, including payment of pro rata leave on termination of employment after five years continuous service.

Clause 14 - STUDY LEAVE

Should an employee express a desire to undertake an agreed course of study, the organisation will allow the employee to attend lectures for a maximum of four hours per week during ordinary hours of work without loss of pay.

Clause 15 - GRACE LEAVE

All employees are entitled to additional paid Grace Leave for two of the working days occurring between Christmas and New Year public holidays.

Clause 16 – CASHING OUT LEAVE ENTITLEMENTS

It is the policy of the Council that any person still employed by the Council cannot cash out their Annual Leave, Sick Leave, time off in lieu or Long Service entitlements, and any request by an employee to do so will not be consented to by the Human Services Training Advisory Council Incorporated.

Clause 17 - PROFESSIONAL DEVELOPMENT

All employees have access to professional development opportunities paid for by the Council. The level of professional development funding to be 2% of the NT Department of Employment Education and Training (DEET) Operational Grant.

Clause 18 – REDUNDANCY

This clause to be read in conjunction with the Award.

Redundancy shall mean a situation where the Council is deemed to have an excess of employees because of a reduction in work available or a reduction in funds for the Council and such reduction results in the termination of an employee or employees.

Notice of any such situation shall be given by the Council to the relevant employees and, where requested by them, to the union, as soon as such situation becomes apparent but before any decision as to redundancies is actually made by the Council.

The Council shall have discussions as soon as practicable with employees potentially directly affected and, where requested by the relevant employees, with the union. Discussions shall include, amongst other things, the reasons for the proposed redundancy (or redundancies), the number and categories of employees likely to be affected, and the period over which the redundancy or redundancies are likely to be carried out.

Period of Notice of Redundancy: The Council will give employees notice of redundancy in accordance with Clause 13 of the Award.

Written Notice: The Council shall, as soon as practicable, but prior to the termination of the employee's employment, give the employee a written notice containing, among other things, the following:

- The date and time of the proposed termination of the employee's employment.
- Details of the monetary entitlements of the employee upon the termination of the employment, including the manner and method by which those entitlements have been calculated.
- Advice as to the entitlement of the employee to assistance from the Council, including time off without loss of pay to seek other employment, or arranging training or retraining for future employment.
- Advice as to the entitlements of the employee should the employee terminate their employment during the notice period.

Severance Pay: An employee whose employment is terminated by reason of redundancy must be paid the following amount of severance pay in respect of a continuous period of service:

<u>Period of continuous service</u>	<u>Severance pay</u>
Less than one year	4 weeks pay
More than one year but less than two years	6 weeks pay
More than two years service but less than 5 years	8 weeks pay
More than 5 years service but less than 6 years	10 weeks pay
More than 6 years service but less than 7 years	11 weeks pay
More than 7 years service but less than 8 years	13 weeks pay
More than 7 years service but less than 9 years	14 weeks pay
More than 9 years service	16 weeks pay

Calculation of Part-Time Benefit: The severance benefit will be calculated on a pro rata basis where an employee has worked part-time hours during the period of service.

Employee Leaving During Notice: An employee whose employment is terminated because of redundancy may terminate her/his employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Council until the expiry of the notice period.

Clause 19 - SALARY SACRIFICE

The objectives of salary sacrificing are to enable the Council to attract and retain well-motivated employees of a high calibre who will be of significant value to the Council in the most cost effective manner.

The Council offers salary sacrificing by utilising its fringe benefit tax exemption status as the Council is considered to be a Public Benevolent Institution by the Australian Taxation Office.

Salary sacrificing will be available to all employees other than those who are casual or employed on a contract of three months or less. During the life of the agreement items other than superannuation may be identified and approved by mutual agreement for remuneration packaging provided that they meet the Australian Taxation Office rules and relevant legislative requirements, are administratively efficient and at no cost to Council.

Clause 20 - FLEXIBLE WORKING HOURS

This clause must be read in conjunction with the Award.

In accordance with the Council's commitment to family friendly workplace practices, employees will not be prevented from taking time off in lieu at a time that suits the family commitments of the employee, provided that the following are considered:

- The operational requirements of the Council
- The core hours of the Council

Subject to core hours of the Council and, with the approval of the Executive Officer, employees may elect to vary the start and end times of their ordinary working hours within the ordinary hours of work between 8.00am and 6.00pm.

SIGNATORIES TO THE AGREEMENT

This collective enterprise agreement is made on theday
of2007.

Signed for and on behalf of the Human Services Training Advisory Council Incorporated
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In the presence of:
.....

Signed for and on behalf of the Australian Services Union (South Australian & Northern
Territory Branch)
.....

In the presence of:
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