

HOMESTART FINANCE ENTERPRISE AGREEMENT 2011

File No. 02818/2011B

This Agreement shall come into force on and from 14 July 2011 and have a life extending for a period of 3 years therefrom.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 14/7/11.

COMMISSION MEMBER





ENTERPRISE AGREEMENT 2011

HOMESTART FINANCE ENTERPRISE AGREEMENT 2011

Title

This Enterprise Agreement will be referred to as the *HomeStart Finance Enterprise Agreement 2011* and will come into effect following approval by the Industrial Relations Commission of South Australia.

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Section 1 Application and Operation

1. Parties to this Agreement

- 1.1 This Enterprise Agreement (*HomeStart Finance Enterprise Agreement 2011*) is made under Chapter 3 Part 2 of the *Fair Work Act 1994 (SA)* and is binding on, the Chief Executive of the Department of the Premier and Cabinet as the declared employer in relation to HomeStart Finance and the employees of HomeStart Finance, excluding the Chief Executive Officer, General Managers and those employees who were formerly employees of the South Australian Housing Trust and who were transferred to HomeStart Finance (statutory corporation, established under the *Housing and Urban Development Act 1995*) by proclamation of the Governor on 21st December 1995.

2. Definitions

- 2.1 "Act" means the *Fair Work Act 1994 (SA)*.
- 2.2 "Commission" means the Industrial Relations Commission of South Australia.
- 2.3 "Declared Employer" means the Chief Executive of the Department of the Premier and Cabinet, as the declared employer, for the purposes of the *Fair Work Act 1994 (SA)*, in relation to HomeStart Finance.
- 2.4 "Enterprise Agreement" means the *HomeStart Finance Enterprise Agreement 2011*.
- 2.5 "Employee" or "Staff" means an employee of HomeStart Finance and will exclude those employees who were formerly employees of the South Australian Housing Trust and who were transferred to HomeStart Finance by proclamation of the Governor on 21 December 1995.
- 2.6 "General Manager" means the group of executive managers reporting directly to the Chief Executive Officer of HomeStart Finance and who are responsible for the strategic direction of the enterprise.
- 2.7 "HomeStart Finance" means the employer, HomeStart Finance, company or enterprise .
- 2.8 "Manager" means the leader of the work group, be that the team leader or manager, as appropriate.
- 2.9 "Ordinary rate of pay" means the weekly rate for ordinary hours (outlined in 21.2) of work for a full time employee.
- 2.10 "VPN" means Virtual Private Network and is a network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or individual users with secure access to the organisation's network.

3. Commencement and Duration of the Agreement

- 3.1 This Enterprise Agreement will continue for a period of 3 years commencing from the date of approval of the Enterprise Agreement by the Commission.
- 3.2 This Enterprise Agreement replaces the *HomeStart Finance Enterprise Agreement 2008* that is no longer valid.

4. Availability of the Award

- 4.1. This Enterprise Agreement shall be read in conjunction with the *Clerks' (South Australia) Award* (for those employees who may be employed in classifications contained in schedule 1 of that Award), provided that where there is any inconsistency, this Enterprise Agreement shall take precedence to the extent of the inconsistency.
- 4.2. Employees can access the Award from the following link via the South Australian Industrial Relations Commission website:
<http://www.industrialcourt.sa.gov.au/download.cfm?downloadfile=A5415D60-EB6D-4F77-9CC3AA01F772933F>

5. Negotiating the Next Agreement

- 5.1 The parties will commence negotiations for a new Enterprise Agreement six months prior to the expiry date for this Agreement.

6. No Further Claims

- 6.1 This Enterprise Agreement and its remuneration schedule will be taken to have satisfied and discharged all claims of any description (whether as to monies and conditions).
- 6.2 The employees undertake that for the term of this Enterprise Agreement the parties will not to pursue any further or other claims within the parameters of this Enterprise Agreement except where consistent with State Wage Case principles.

7. Grievance and Dispute Avoidance Procedures

- 7.1 This procedure aims to avoid industrial disputes within HomeStart Finance. Where a dispute occurs it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoidance of interruption to work performance.
- 7.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.
- 7.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 7.4 All parties have a right to seek representation in order to resolve any dispute.
- 7.5 Any grievance or dispute, except for workload disputes which are dealt with in accordance with sub-clause 7.11 of this clause will be handled as follows:
 - Stage 1 - Discussions between the employee/s and manager.
 - Stage 2 - Discussions involving the employee/s and/or nominated representatives with the manager and relevant general manager.
 - Stage 3 - Should the dispute be unresolved, the matter should be referred to the Human Resource Consultant who will arrange a conference to discuss the matter and assist if agreed to by the parties.
 - Stage 4 - If the dispute remains unresolved it will be referred to the Chief Executive Officer. The view of the Chief Executive Officer will be provided in writing

to all parties to the dispute. At this stage, discussions may include representatives of the CE, DPC.

- 7.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 7.7 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.
- 7.8 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in each of the first two stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative.
- 7.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia, where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 7.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 7.11 Any grievance or dispute concerning workload will be handled as follows:
- 7.11.1 The employee/s will notify their manager in writing of the workload issue/s.
- 7.11.2 The manager should initiate discussions with the employee/s within 24 hours.
- 7.11.3 Should the matter not be resolved discussions should occur between the employee, the employee's manager and/or relevant General Manager.
- 7.11.4 If the matter remains unresolved a record of the discussions at 7.11.3 shall be forwarded to the Chief Executive Officer who may issue directions as to the issue/s.

Section 2: Organisational Culture

8. Vision, Objectives and Ongoing Change

- 8.1 HomeStart Finance and its Employees recognise that, to remain competitive in a rapidly changing environment, HomeStart Finance must provide the most efficient and flexible ongoing service to its customers.
- 8.2 HomeStart Finance is committed to pursuing productivity improvements and enhancing the quality of working life through the collective bargaining process and effective leadership.

9. Strategic Intent

- 9.1 This Enterprise Agreement is designed to assist HomeStart Finance achieve its vision and goals determined in its strategic plan. The Agreement also reflects HomeStart Finance corporate and core values:
- A work ethic that constantly strives for high quality and customer satisfaction through excellence, innovation and creativity
 - Equity, integrity, fairness and loyalty in all aspects of our work relationships

- Our greatest strength: the skills and knowledge of the HomeStart Finance staff with continuous development and learning at all levels
- A workforce that reflects the high quality and diversity of our society
- Leadership and partnerships at all levels through clear open communications and accountable participation
- To create a culture of delivering high quality financial and risk management standards throughout HomeStart Finance and its partners
- A balance between work and family

10. Performance Improvement

- 10.1 This Enterprise Agreement recognises that HomeStart Finance will continue to evolve as a dynamic productive and customer responsive entity.
- 10.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 10.3 In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of HomeStart, including:
- Facilitating ongoing improvements to service delivery and achievement of “best practice”.
 - Facilitating the ongoing introduction of business reforms in agencies, including adoption and implementation of technologies such as e-learning, e-business and other technological advances.
 - Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices.
 - Facilitating the achievement of HomeStart’s performance goals and performance measures.
 - Supporting employees to participate in performance or skills development and workplace related training/retraining (including accredited training).
 - Identifying trends and assessing their relevance to its operations.
 - Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making.
- 10.4 Employees will be required to achieve organisational targets as determined each financial year of the agreement and adjusted by management from time to time.

11. Change Management/Consultation

The parties commit to the following consultative principles.

- 11.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.
- 11.2 HomeStart will consult in good faith, not simply advise what will be done.
- 11.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 11.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 11.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees’ working conditions or the services employees provide.

Section 3: Remuneration

12. Salary & Wage Adjustment

- 12.1 The salaries payable to employees are those detailed in Schedule 1 which includes three annual salary adjustments of 2.5% for all staff, effective from the first pay period on or after 1 July 2011, 1 July 2012 and 1 July 2013.

13. One-Off Payment

- 13.1 Subject to this clause, an employee (other than a casual employee) will be paid a one-off payment of \$600 as soon as practicable after approval by the Commission.
- 13.2 The one-off payment will:
- 13.2.1 Be adjusted on a pro rata basis for part time employees and for contract employees (based on the proportion of the contract period against 12 months and pro rata if part time) and the point in time to be used for determining a pro rata amount will be the date of application; and
 - 13.2.2 Not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 13.3 This clause will only apply to employees who are not on probation and are employed both as at the date an application is made and the date of approval by the Commission of this Enterprise Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

14. Casual Salary Rates

- 14.1 The hourly rate of pay for casual employees will be calculated using the full time weekly rate of pay, divided by 37.5 plus a 20% casual loading in lieu of leave provisions and public holidays (not worked).

15. Salary Sacrifice

- 15.1 HomeStart Finance will provide all employees with access to salary sacrifice, subject to the employee obtaining independent financial advice and agreeing to indemnify HomeStart Finance against any claims arising out of the salary sacrifice arrangement. The cost of incidental Government charges, including GST, are to be borne by the staff member.
- 15.2 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
- 15.3 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.
- 15.4 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 15.5 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued annual leave or long service leave entitlements the payment

thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

- 15.6 The items included in the Salary Sacrifice scheme are outlined in HomeStart Finance policy documents. This Enterprise Agreement supports the terms and conditions specified in these policies in their current form, and as amended from time to time.
- 15.7 Salary sacrifice will not extend to staff members employed as casuals or on a term contract of less than twelve months.

16. Income Protection Insurance

- 16.1 HomeStart Finance agrees to provide all term and continuing employees covered by this Enterprise Agreement, with Income Protection Insurance. The insurance cover includes salary continuance, 75% of salary up to a maximum monthly benefit of \$25,000, after the expiry of the waiting period in the event of sickness or injury.
- 16.2 HomeStart Finance will absorb increases in the cost of this insurance during the life of this Enterprise Agreement.
- 16.3 The terms and conditions, as outlined in the MLC Product Disclosure Statement apply.

Section 4. Appointment and Conditions

17 Types of Employment

- 17.1 People may be employed by HomeStart Finance under the following arrangements:
- Continuing Employment
 - Term Contract Employment
 - Casual Employment
- 17.2 Continuing Employment will mean ongoing employment with no end date which is specified in the instrument of engagement.
- 17.3 Term Contract Employment will mean employment for a specified term or task for which the instrument of engagement will specify the starting and finishing dates of that employment.
- 17.4 Casual Employment will mean a person engaged by the hour and paid on an hourly basis for a minimum period of three hours on any day required to work. The maximum period a casual employee will be engaged on a contract is six months. Termination may be given by either party by providing three hours notice.
- 17.5 On commencement of employment the employee will be on a minimum of three or maximum of six month probation depending on the requirement of the position. During this period the employee's work will be monitored and feedback provided on the quality and quantity of work produced. If during this period the employer or the employee wishes to terminate the contract, one weeks' notice or payment in lieu must be provided.

18. Payment of Salary

- 18.1 Payment of salary will occur on a fortnightly basis. Payment will be in arrears to the employee through direct transfer to a nominated bank account chosen by the employee.

19. Occupational Health, Safety and Welfare

- 19.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 19.2 HomeStart Finance will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- a) Improve workplace health and safety;
 - b) Improve return to work performance; and
 - c) Reduce human and workplace costs of injury or illness.
- 19.3 The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing OHS in all work activities and workplaces through consultative processes.
 - Supporting and engendering a safety culture within HomeStart that promotes the adoption of safe work practices.
 - Achieving continuous improvement, and best practice, in occupational health and safety, and injury management performance.
 - Introduction and maintenance of monitoring and reporting systems.
 - Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance.
 - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
 - Participation in pro-active prevention strategies aimed at improving the health, safety and wellbeing of all employees.
 - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 19.4 In establishing and maintaining a safe and healthy work environment, HomeStart will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

Section 5. Conditions of Employment

20. Voluntary Flexible Working Arrangements

- 20.1 HomeStart acknowledges the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments. VFWA include:-
- Working from Home
 - Purchased Leave (48/52)
 - Job Share
 - Transition to Retirement
- 20.2 Flexible Working Arrangements are arrangements negotiated between the employee and Manager that allows the employee discretion to work normal hours over an agreed span of time.
- 20.3 HomeStart Finance will consider requests from employees for Flexible Employment Arrangements.
- 20.4 Employees should initially approach their manager to discuss any Flexible Working Arrangements. HomeStart Finance will duly consider proposals that bring a benefit to both the organisation and the employee.

21. Hours of Work

- 21.1 All employees are required to attend work unless they are on approved leave.
- 21.2 The ordinary hours of work for a full-time employee are:
- 37.5 hours per week;
 - 7.5 hours per day, Monday to Friday; and
 - between the hours of 7.00 am and 9.00 pm.
- 21.3 Should an employee be required to work between 5.30pm and 9.00pm as part of ordinary hours of duty, no further adjustment to salary or penalties is to be made as HomeStart Finance employees are paid above award rates to compensate for this circumstance.
- 21.4 A meal break of at least 30 minutes and no more than 60 minutes must be taken after working for a continuous period of five hours. This time is not counted towards hours worked for the day
- 21.5 All absences must be accounted for and approved through an approved leave application for employer initiated overtime and subsequently Time Off in Lieu arrangement.

22. Time Off In Lieu

- 22.1 Time Off in Lieu arrangements occur when an employee is requested to work additional hours above ordinary hours in response to a short term need. The employee is then able to negotiate to take the additional hours worked as Time Off in Lieu.
- 22.2 Any Time Off in Lieu must be negotiated and approved with the Manager before the time is worked. Agreement will also include when the time off will be taken and must occur within one month of the time being worked.
- 22.3 Time off will accrue on the basis of one hour off for each individual hour worked

23. Overtime

- 23.1 Overtime taken as Time Off in Lieu, is calculated as time off equal to the actual overtime hours worked. Refer to Clause 22 "Time Off in Lieu".
- 23.2 Any overtime must be approved by the Manager prior to the overtime being worked. Whether overtime is paid or taken as Time Off In Lieu, it is to be negotiated between the Manager and the employee.
- 23.3 Subject to 22.3, paid overtime is paid as time and a half for the first three hours worked above 7.5 hours on a single day. Hours worked beyond three hours are paid at double time.
- 23.4 Overtime worked on a Saturday is paid as time and a half prior to 12.00 noon and double time thereafter. Employees working on a Saturday will be paid for a minimum of three hours work.
- 23.5 Overtime worked on a Sunday is paid as double time. Employees working on a Sunday will be paid for a minimum of three hours work.
- 23.6 Overtime worked on a Public Holiday is paid as double time and a half. Employees working on a Public Holiday will be paid for a minimum of three hours work.
- 23.7 A reasonable period of time (minimum of eight hours) between the end of the overtime hours worked and the resumption of normal working hours will be provided to the employee.

24. On-Call Allowance (IT Help Desk)

24.1 IT Help Desk employees bound by this Enterprise Agreement, who are rostered to be on-call of a night time, will be paid an allowance for each night as follows:

- a) \$27.00 from the first pay period to commence on or after 1 July 2011;
- b) \$27.70 from the first pay period to commence on or after 1 July 2012; and
- c) \$28.40 from the first pay period to commence on or after 1 July 2013.

24.2 IT Help Desk employees bound by this Enterprise Agreement, who are rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty, will be paid an allowance per day as follows:

- a) \$47.20 from the first pay period to commence on or after 1 July 2011;
- b) \$48.40 from the first pay period to commence on or after 1 July 2012; and
- c) \$49.60 from the first pay period to commence on or after 1 July 2013

24.3 If an employee on-call is required to perform any work, the employee is entitled to payment for all time worked at overtime rates, as detailed in clause 23, or time off in lieu by arrangement.

24.4 As the bulk of work will be at home via the use of VPN connections into HomeStart the following breakdown applies:

Work not requiring the employee to come into HomeStart's offices or other nominated site.

- Payment is calculated by combining the total time worked on incidents outside 8am to 5:30pm Monday to Friday and in any 24hour period.
- The first half hour of each period is included in the on-call allowance
- Time over the first half an hour and up to the first hour is given as time in lieu
- Time over one hour is then paid at overtime rates with no minimum paid.

On the road

- If the employee is required to attend at HomeStart's offices or other nominated site (eg housing expo, loan manager, Housing SA offices) then overtime is paid with a minimum of 3 hours paid. (Note the employee must have left the premises, otherwise normal overtime conditions apply)

25. Higher Duties Allowance

25.1 Payment for higher duties occurs when an employee is asked to perform a role that is of a higher classification level than their existing role. Higher duties will only apply when the employee is asked to perform the majority of the duties associated with a higher classified role.

25.2 Generally a higher duties allowance will be paid for a maximum period of up to 12 months.

25.3 Payment for higher duties will be made when an employee works for a period of five consecutive days or more.

26. Staff Development

26.1 HomeStart Finance recognises that the effective operation of HomeStart Finance depends on the knowledge, skills and performance of all employees.

26.2 HomeStart Finance is committed to, and acknowledges the mutual benefit to the employer and employee of, providing all employees with the opportunity to participate in planned, relevant development opportunities.

- 26.3 Where possible, the business is structured around a workforce which works in cross functional teams, providing employees with the opportunity of learning from colleagues and participating in projects that contribute to the business objectives.
- 26.4 Employees and HomeStart Finance share responsibility for employee learning.
- 26.5 Employees will be involved in completing individual development plans, as part of the SuccessMap Performance Management and Development process.
- 26.6 HomeStart Finance may provide financial assistance and study leave for approved programs and activities in accordance with HomeStart Finance relevant policies, procedures and guidelines.

27. Healthy Lifestyle Benefit

- 27.1 HomeStart Finance recognises that staff who are in good health are likely to be more productive in the workplace. To promote good health, all employees, excluding casuals and employees on probation are entitled to reimbursement up to the value of \$299 per year for participation, in their own time, in activities which enhance their health and well being.
- 27.2 The allowable benefit and suitable activities are provided for in HomeStart Finance policy documents.

Section 6: Leave Provisions

The following leave provisions apply to all employees of HomeStart Finance, with the exception of casual employees:

28. Annual Leave

- 28.1 Continuing, and Term employees are entitled to leave as follows:
- 20 days annual leave;
 - two days leave in lieu of annual leave loading;
 - three additional days of leave in support of family friendly and worklife balance policies in lieu of compressed weeks arrangements, rostered days off and flexi-time arrangements.
- 28.2 Part time staff accrue annual leave on a pro rata basis. The first period of pro-rata annual leave is due after 12 months of service. This can be taken as agreed with the manager.

29. Long Service Leave

- 29.1 HomeStart Finance employees are entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1987* (SA).

30. Family Carer's Leave

- 30.1 For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.
- 30.1.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need care and support:

- due to personal injury; or
- for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled up to 10 days or 75 hours of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons while they are ill.

30.1.2 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.

30.1.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

31. Paid Maternity/Adoption Leave (PMAL)

31.1 Paid maternity leave and paid adoption leave applies in accordance with this clause. This clause comes into effect on the date of approval of this Enterprise Agreement by the Commission

31.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable) on or after the date of approval of this Enterprise Agreement by the Commission (the "applicable maximum period").

31.3 An employee who, at the time of taking such paid maternity or adoption leave, has been employed by HomeStart Finance for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to eighteen (18) weeks on or after the date 12 months after the date of approval of this Enterprise Agreement by the Commission (the "applicable maximum period").

31.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

31.4.1 The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.

31.4.2 An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays or any other leave falling within the period of paid leave.

31.5 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:

31.5.1 To take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or

31.5.2 To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or

31.5.3 A combination of (a) and (b).

31.6 Part time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

- 31.7 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 31.8 Where both prospective parents are employees covered by this Enterprise Agreement, the period of paid maternity or adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of HomeStart Finance.
- 31.9 This clause operates notwithstanding the *Paid Parental Leave Act 2010 (Cth)* effective from 1 January 2011.

32. Return to Work on a Part-Time Basis

- 32.1 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part-time basis, at the employee's substantive level, until the child's second birthday.
- 32.2 The following conditions apply to an employee requesting to return on a part-time basis:
- a) The employee will provide such a request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to their Manager such information as may reasonably be required, including the proportion of time sought and the date of the relevant child's second birthday.
 - b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise their Manager whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part-time basis.
 - c) An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

33. Transition to Retirement

- 33.1 An eligible full-time or part-time employee shall be entitled to 8 weeks leave (at half pay), to assist with the transition to retirement.
- 33.2 Employees who enter into this arrangement are required to return from the 8 weeks leave (at half pay) in a part-time capacity for 12 months.
- 33.3 Part-time employees will have the same entitlement as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave)
- 33.4 The required criteria and application process are outlined in HomeStart Finance policy documents.
- 33.5 Should an employee be on a fixed term contract, transition to retirement leave will not be approved beyond an employee's current expiry date of their contract of employment.
- 33.6 HomeStart Finance will retain the employee's position until the employee returns to work.

Section 7: Termination of Employment

34. Redundancy

- 34.1 Redundancy will mean a situation where the work being done by an employee (or a major portion of it) is no longer required to be done and may occur as a result of reorganisation, changed business practice, technological change or downturn in business.
- 34.2 Retrenchment will mean the termination of employment as the result of redundancy and where alternative employment is not available.
- 34.3 Retrenchment/redundancy does not apply:
- to employees who leave HomeStart Finance of their own choice (resignation)
 - where the termination is a result of ill health
 - where the termination is a consequence of conduct that at common law justifies instant dismissal or performance that justifies termination with notice
 - to casual employees
 - to employees who retire from HomeStart Finance
 - full-time or part-time employees with less than one year's continuous service
- 34.4 All employees to be retrenched will be given the maximum practical forewarning of likely retrenchment/redundancy and the specific retrenchment/redundancy date, however all employees will be given four weeks written notice, or payment in lieu of that notice (with the exception of employees outlined in 35.3).
- 34.5 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other technological changes in the industry in relation to which the employer is engaged must be given not less than three months notice of termination.
- 34.6 Upon termination through retrenchment/redundancy, an employee will be paid a redundancy/severance payment in full settlement of all claims to be calculated as four weeks pay for 1 full year of service and three weeks pay for every further full year of service or part thereof to a maximum of 52 weeks.
- 34.7 In addition to the redundancy payment outlined a retrenched/redundant employee will also be paid:
- Any annual leave accrued but not yet taken plus any loading which would otherwise have been placed on that leave.
 - Any long service leave untaken/not cashed out, accrued after a minimum of seven years service.
 - All superannuation benefits as they relate to resignation, preservation and portability in accordance with the rules of the relevant fund.
 - Retrenchment/redundancy calculations will be based on completed months of service.
- 34.8 The table below demonstrates the redundancy provisions outlined above:

Years of service	Minimum Notice period	Redundancy
1 year of service (under 45 years of age)	4 weeks	4 weeks
1 year of service (over 45 years of age)	5 weeks	4 weeks
2 years of service (under 45 years of age)	4 weeks	7 weeks

2 years of service (over 45 years of age)	5 weeks	7 weeks
3 years of service (under 45 years of age)	4 weeks	10 weeks
3 years of service (over 45 years of age)	5 weeks	10 weeks
Over 3 years of service	4 weeks	4 weeks pay for 1st year of service and 3 weeks pay for every further full year of service or part thereof to a maximum of 52 weeks

35. Notice of Termination

35.1 HomeStart Finance may terminate the employment of an employee by giving the following notice:

Period of continuous service

Not more than one year
 More than one year but not more than three years
 More than three years but not more than five years
 More than five years

Period of notice

At least one week
 At least two weeks
 At least three weeks
 At least four weeks

In addition, HomeStart will provide an additional notice of one week to employees over 45 years of age at the time of the giving of notice with not less than two years continuous service.

35.2 HomeStart Finance may choose to make a payment to the employee in lieu of notice, such payment being made at the ordinary rate of pay.

35.3 The period of notice in this clause does not apply in the case of: dismissal for conduct that at common law justifies instant dismissal for serious and wilful misconduct; casual employees; employees engaged for a specific period of time pursuant to a contract or for a specific task.

35.4 If an employee chooses to terminate their employment with HomeStart they must give HomeStart Finance the following notice:

Period of continuous service

Not more than one year
 More than one year

Period of notice

At least one week
 At least two weeks

or their monies for the appropriate notice period will be forfeited.

SIGNATORIES

.....
SIGNED for and on behalf of
HOMESTART FINANCE

Dated:

.....
Witness

Dated:

.....
SIGNED for and on behalf of the
**CHIEF EXECUTIVE, DEPARTMENT OF THE
PREMIER AND CABINET**

Dated:

.....
Witness

Dated:

.....
SIGNED for and on behalf of the employees of
HOMESTART FINANCE
(Employee Representative – Peter Carratt)

Dated:

.....
Witness

Dated:

.....
SIGNED for and on behalf of the employees of
HOMESTART FINANCE
(Employee Representative – Daniel Camp)

Dated:

.....
Witness

Dated:

.....
SIGNED for and on behalf of the employees of
HOMESTART FINANCE
(Employee Representative – Lisa Hrovatin)

Dated:

.....
Witness

Dated:

SCHEDULE 1 – SALARY SCHEDULE - Job Evaluation & Remuneration System

Job Evaluation

Remuneration on and from the date of approval of this Enterprise Agreement applies to employees employed under the HSF Enterprise Agreement 2011. Total Employment cost consists of base salary plus the value of all cash and non-cash benefits provided plus the cost of Fringe Benefits Tax as applied in a typical corporate environment with no exemptions or rebates applicable and are as follows:

Remuneration

HomeStart uses the Mercer Human Resource Consulting (Mercer) “Cullen Egan Dell” proprietary job evaluation system to evaluate each job. Up-to-date job descriptions outlining duties, skills, tasks and communication requirements are scored by the HR Consultant, and/or other HR Representative and where appropriate an independent consultant, for levels on Expertise, Judgement and Accountability.

Mercer Remuneration Ranges 25th Percentile Forecast as at July 2011

MCED Points	Current		First pay period on or after 1/07/2011		First pay period on or after 1/07/2012		First pay period on or after 1/07/2013	
	Min	Max	Min	Max	Min	Max	Min	Max
92 - 149	\$36,790	\$51,480	\$38,900	\$54,300	\$39,873	\$55,658	\$40,869	\$57,049
151 - 192	\$46,920	\$61,060						
151 - 200			\$49,500	\$66,000	\$50,738	\$67,650	\$52,006	\$69,341
208 - 243	\$55,220	\$66,020	\$58,300	\$74,800	\$59,758	\$76,670	\$61,251	\$78,587
253 – 293	\$62,740	\$74,610	\$66,100	\$76,900	\$67,753	\$78,823	\$69,446	\$80,793
308 - 344	\$69,500	\$93,590	\$73,300	\$98,700	\$75,133	\$101,168	\$77,011	\$103,697
362 - 393	\$80,110	\$105,850	\$84,500	\$111,200	\$86,613	\$113,980	\$88,778	\$116,830
412 - 431	\$88,430	\$119,120						
412	\$88,430	\$113,690	\$92,900	\$119,500	\$95,223	\$122,488	\$97,603	\$125,550
455 – 483	\$97,980	\$133,980	\$103,000	\$140,900	\$105,575	\$144,423	\$108,214	\$148,033
505 – 533	\$109,090	\$147,430	\$114,700	\$155,000	\$117,568	\$158,875	\$120,507	\$162,847
559	\$118,760	\$152,700	\$124,800	\$160,400	\$127,920	\$164,410	\$131,118	\$168,520

Notes:

1. The remuneration figure includes all costs to the employer other than payroll tax, WorkCover premiums, etc. It includes salary, PAYG tax, superannuation contributions, FBT relating to salary sacrifice etc and excludes annual leave loading which has been removed and replaced with two additional days of annual leave.
2. The Mercer Remuneration ranges from 01/07/2012 and 01/07/2013 do not reflect any potential market rate adjustments. These figures include 2.5% salary and wage adjustments only.
3. The MCED points not accounted for in the above table do not have existing HomeStart Finance positions attached to them, however should the organisation expand or as roles change, point scores may be added to the current staffing establishment which have not been provided for in the above table.