

HOMESTART FINANCE ENTERPRISE AGREEMENT 2014

File No. 1061 of 2015

This Agreement shall come into force on and from 6 March 2015 and have a life extending for a period of three years therefrom.

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

DATED 6 MARCH 2015.



COMMISSION MEMBER



ENTERPRISE AGREEMENT 2014

HOMESTART FINANCE ENTERPRISE AGREEMENT 2014

Title

This Enterprise Agreement will be referred to as the *HomeStart Finance Enterprise Agreement 2014* 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. Enterprise Agreement

- 1.1 This Enterprise Agreement (*HomeStart Finance Enterprise Agreement 2014*) is made pursuant to Chapter 3 Part 2 of the *Fair Work Act 1994 (SA)*
- 1.2 This Enterprise Agreement may be referred to as the “HomeStart Finance Enterprise Agreement 2014)”
- 1.3 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia (“Commission”)
- 1.4 The term of this Enterprise Agreement shall be three years from the date of approval by the Commission.
- 1.5 This Enterprise Agreement is binding on, the Chief Executive of the Department of the Premier and Cabinet as the declared employer in relation to HomeStart Finance and all employees of HomeStart Finance, with the exception of the Chief Executive Officer, Heads of Division 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 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 2014*.
- 2.5 “Employee” 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 “Head of Division” means the group of executive leaders 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 “Leader” means the leader of the work group.
- 2.9 “Ordinary rate of pay” means the weekly rate for ordinary hours (outlined in 20.2) 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 2011* that is no longer valid.

4. Availability of the Award

- 4.1. This Enterprise Agreement shall be read in conjunction with the *SA Public Sector and Local Government Entities Clerks 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.industrialcommission.sa.gov.au/download.cfm?downloadfile=6C375DAB-E41C-E35B-834CC060B32251FF>

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 leader. |
| Stage 2 - | Discussions involving the employee/s and/or nominated representatives with the leader and relevant Head of Division. |
| Stage 3 - | Should the dispute be unresolved, the matter should be referred to the People & Performance team 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 leader in writing of the workload issue/s.
- 7.11.2 The leader 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 leader and/or relevant Head of Division.
- 7.12 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 drive innovation and improvement to 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 purpose 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 employees 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 and behavioural objectives as determined each financial year of the agreement and adjusted by management from time to time which is to be reviewed annually.

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 Appendix 2 which includes three annual salary adjustments of 2.5% for all employees, effective from the first pay period on or after 1 July 2014, 1 July 2015 and 1 July 2016.

13. Remuneration Increase

13.1 Employees will receive an increase of 0.5% from the first full pay period commencing on or after 15 January 2015 as a result of savings realised from the removal of previous provisions of Income Protection Insurance and the paid component of Transition to Retirement.

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 25% 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 employee.

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 employee members employed as casuals or on a term contract of less than twelve months.

Section 4. Appointment and Conditions

16 Types of Employment

16.1 People may be employed by HomeStart Finance under the following arrangements:

- Continuing Employment
- Term Employment
- Casual Employment

- 16.2 Continuing Employment will mean ongoing employment with no end date which is specified in the instrument of engagement.
- 16.3 Term 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.
- 16.4 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.
- 16.5 On commencement of employment the employee will generally be on a six month probationary period, however this may be less depending on the requirement and term 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.

17. Payment of Salary

- 17.1 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.

18. Work Health & Safety (WHS)

- 18.1 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.
- 18.2 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.
- 18.3 The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing WHS 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 work health and safety 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.
- 18.4 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

19. Voluntary Flexible Working Arrangements

- 19.1 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
- 19.2 Flexible Working Arrangements are arrangements negotiated between the employee and leader that allows the employee discretion to work normal hours over an agreed span of time.
- 19.3 HomeStart Finance will consider requests from employees for Flexible Employment Arrangements.
- 19.4 Employees should initially approach their leader to discuss any Flexible Working Arrangements. HomeStart Finance will duly consider proposals that bring a benefit to both the organisation and the employee.

20. Hours of Work

- 20.1 All employees are required to attend work unless they are on approved leave.
- 20.2 The ordinary hours of work for a full-time employee are:
- 37.5 hours per week;
 - Up to 7.5 hours per day, Monday to Friday;
 - Up to 7.5 hours per day, Saturday and Sunday; and
 - between the hours of 7.00 am and 9.00 pm.
- 20.3 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.
- 20.4 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
- 20.5 All absences must be accounted for and approved through an approved leave application for employer initiated overtime and subsequently Time Off in Lieu arrangement.

21. Roster Requirements (Retail Division)

- 21.1 In order to meet the challenge of providing improved customer service, the parties recognise the need for a flexible approach to working hours. Employees may be rostered to work a roster over six (6) days of the week or seven (7) days of the week as required (includes Saturday or Saturday and Sunday) ("**6/7 day week worker**").
- 21.2 Employees required to work a roster over six (6) days of the week or seven (7) days will be given three (3) months notice of this change. Affected employees may commence on a 6-day and/or 7-day roster earlier than three (3) months, by agreement between the employee and the employer.
- 21.3 Where HomeStart Finance requires existing employees to be rostered over six (6) days of the week or seven (7) days of the week, the employer will in the first instance, consult the worksite from which

employees are required to work over a 6/7-day roster and seek agreement from individual employees from that area to work over a 6/7-day roster.

- 21.4 In the situation where agreement cannot be reached, and subject to the operational needs of HomeStart Finance, a negotiated outcome considering clause 20.2 will be undertaken and in such circumstances HomeStart Finance will take into consideration employees family and non work commitments.
- 21.5 An employee who works their ordinary hours over six (6) days of the week or seven (7) days of the week will receive a loading for Saturday and Sunday work in addition to their ordinary rate of pay at the rate of 50%.
- 21.6 An employee who is rostered to work over six (6) days of the week or seven (7) days of the week will be rostered two (2) days off per week.

22. Time Off In Lieu (TOIL)

- 22.1 TOIL 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 TOIL.
- 22.2 TOIL in Lieu must be negotiated and approved with the leader 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 TOIL will accrue on the basis of one hour off for each individual hour worked
- 22.4 Positions that are "Band E" are not entitled to TOIL.

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 leader prior to the overtime being worked. Whether overtime is paid or taken as Time Off In Lieu, it is to be negotiated between the leader and the employee.
- 23.3 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 (with the exception of those employees working a six (6) day or seven (7) day a week roster. (refer 21.5). 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 (with the exception of those employees working a six (6) day or seven (7) day a week roster- (refer 21.5). 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.
- 23.8 Positions that are "Band E" are not entitled to Overtime.

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) \$29.11 from the first pay period to commence on or after 1 July 2014;
- b) \$29.25 from the first pay period to commence on or after 15 January 2015;
- c) \$29.98 from the first pay period to commence on or after 1 July 2015.
- d) \$30.73 from the first pay period to commence on or after 1 July 2016.

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) \$50.84 from the first pay period to commence on or after 1 July 2014;
- b) \$51.09 from the first pay period to commence on or after 15 January 2015;
- c) \$52.36 from the first pay period to commence on or after 1 July 2015.
- d) \$53.67 from the first pay period to commence on or after 1 July 2016

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/Additional Duties Allowance

25.1 Payment for higher duties/additional duties allowance will only occur when an employee is asked to perform a role that is of a higher band level than their existing band role, otherwise this would be considered as a development opportunity. Higher duties/additional duties may only apply when the employee is asked to perform the majority of the duties associated with a higher banded role.

25.2 Where it is known that the higher duties/additional duties will need to be performed for a period in excess of three (3) months, then the opportunity will be advertised to all eligible employees".

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

26. Employee 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 formal 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 employees 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 employees 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 leader.

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, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement. This clause applies to employees who commence a absence on maternity leave or adoption leave on or after the date of approval by the commission of this Enterprise Agreement.
- 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"). "Adopted child" means a child under 16 years of age.
- 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 twenty (20) weeks (the "applicable maximum period").
- 31.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- 32.4.1 The total of paid and unpaid maternity/adoption/surrogacy/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/surrogacy.
- 32.4.2 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/surrogacy leave commences. The paid maternity/adoption/surrogacy 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, paid adoption leave or paid surrogacy leave, the employee may elect in writing:
- 32.5.1 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
- 32.5.2 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
- 32.5.3 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 The parties acknowledge that the new federal parenting leave scheme proposed to commence in July 2015 may result in variation to and/or new entitlements that may be taken in lieu of current entitlements.

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. The days and hours for the part-time arrangement will be as agreed between the relevant leader and employee.
- 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 leader 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 leader 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.
- 32.3 Following a return to work on a part-time basis until the child's second birthday should an employee request a continuance of the part-time arrangements either temporarily or on a continuing basis, all reasonable efforts will be made to provide employees returning from a period of parental leave with part-time employment at the employees' substantive level.

Section 7: Termination of Employment

33. Redundancy

- 33.1 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.
- 33.2 Retrenchment will mean the termination of employment as the result of redundancy and where alternative employment is not available.

33.3 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

33.4 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 34.3).

33.5 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.

33.6 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.

33.7 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.

33.8 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

34. Notice of Termination

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

Period of continuous service	Period of notice
Not more than one year	At least one week
More than one year but not more than three years	At least two weeks
More than three years but not more than five years	At least three weeks
More than five years	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.

34.2 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.

34.3 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.

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

Period of continuous service	Period of notice
Not more than one year	At least one week
More than one year	At least two weeks

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

SIGNATORIES

SIGNED for and on behalf of)
HOMESTART FINANCE CORPORATION)
in the presence of:)

Dated:

Witness

SIGNED for on behalf of the)
CHIEF EXECUTIVE, Department of the Premier and)
Cabinet)
in the presence of:

Dated:

Witness

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

Dated:

in the presence of:

Witness

SIGNED for on behalf of the employees of)
HOMESTART FINANCE CORPORATION)
(Employee Representative – Belinda Tonkin))

Dated:

in the presence of:

Witness

SIGNED for on behalf of the employees of)
HOMESTART FINANCE CORPORATION)
(Employee Representative – Robert Stoyel))

Dated:

in the presence of:

Witness

APPENDIX 1 – POSITION BY BAND

HomeStart recognises the importance of attracting and retaining talented people, and that structure of roles is a vital element in driving performance.

HomeStart has adopted a positional broad band system which provides a simplified structure that can more readily accommodate job/role changes and employee skill growth, a prominent characteristic of our workplace. This places greater emphasis allowing us to align our practices more precisely with the market at the individual position level. This structure is how we group our jobs for the purposes of ensuring a fair and equitable means of aligning employees to positions (not related to remuneration).

This broad band structure consists of Bands A through E, and all positions are based upon level of capability and job evaluation point score using an appropriate job evaluation process.

Band	Positions by Band	Position Statement
E	Senior leadership positions & “expert” individual contributor specialist positions	High level autonomy, influencer providing business/technical leadership. Accountable for providing expert advice and for the leadership of an overall project or function of major significance that contributes to advancement of long-term strategic direction.
D	Leadership positions & senior individual contributor positions	Providing function direction and achieving results through others, influencing key business unit decisions OR leading a divisional or business unit project. Identifying & steering opportunities for business improvement.
C	Supervisory & individual contributor specialist positions	Providing technical leadership, mentoring and supervising others. Advanced analytical interpretation and problem-solving.
B	Individual contributor coordinator or representative positions	Minimal supervision, working independently, applying in-depth professional knowledge and understanding to technical or business problem solving.
A	Individual contributor administrative support positions	Able to work for extended periods under general supervision. Solving routine problems within clearly defined situations/parameters.

APPENDIX 2 – REMUNERATION SYSTEM

Remuneration System

Remuneration on and from the date of the approval of this Enterprise Agreement applies to employees employed under the HomeStart Finance Enterprise Agreement 2014.

The salary ranges in the remuneration system have been established using market data from Aon-Hewitt Banking and Finance Industries Remuneration Report. While external market rate referencing, or prevailing market pressures impact remuneration from survey to survey (or year to year) for individual positions, the following remuneration base rate ranges will apply using appropriate benchmarks based on the minimum and maximum of the ranges within the Bands based on at the 25th percentile.

Band	Remuneration Range 01/07/14	Savings Adjustment (0.5%) (ppe on or after 11 January 2015)	Remuneration Range 01/07/15	Remuneration Range 01/07/16
E	\$80099 - \$156246	\$80499 – \$157027	\$82511 – \$160952	\$84573 - \$164977
D	\$63983 - \$128779	\$64303 – \$129423	\$65910 – \$132659	\$67557 - \$135975
C	\$48035 - \$114998	\$48275 – \$115573	\$49482 – \$118463	\$50719 - \$121424
B	\$45055 - \$78549	\$45280 - \$78942	\$46412 – \$80916	\$47572 - \$82938
A	\$39269 – \$52360	\$39465 - \$52621	\$40451 – \$53937	\$41462 – \$55286