

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-00718

Applicant Chief Executive, Department of Treasury and Finance, Stacey Terrell,
Tanya Couch

Orders - Approval of Enterprise Agreement HomeStart Finance Enterprise Agreement 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 8 April 2021 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, reading 'P McMahon'.

Commissioner McMahon

20 Apr 2021

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ENTERPRISE AGREEMENT 2021

HOMESTART FINANCE ENTERPRISE AGREEMENT 2021

Title

This Enterprise Agreement will be referred to as the HomeStart Finance Enterprise Agreement 2021 and will come into effect following approval by the South Australian Employment Tribunal.

Contents

<i>Section 1: Application and Operation</i>	3
1. <i>Enterprise Agreement</i>	3
2. <i>Definitions</i>	3
3. <i>Commencement and Duration of the Agreement</i>	3
4. <i>Availability of the Award</i>	3
5. <i>Negotiating the Next Agreement</i>	4
6. <i>No Further Claims</i>	4
7. <i>Grievance and Dispute Avoidance Procedures</i>	4
<i>Section 2: Organisational Culture</i>	5
8. <i>Vision, Objectives and Ongoing Change</i>	5
9. <i>Strategic Intent</i>	5
10. <i>Performance Improvement</i>	5
11. <i>Change Management/ Consultation</i>	6
<i>Section 3: Remuneration</i>	6
12. <i>Salary & Wage Adjustment</i>	6
13. <i>Casual Salary Rates</i>	6
14. <i>Salary Sacrifice</i>	7
15. <i>Attraction & Retention Allowance</i>	7
<i>Section 4: Appointment and Conditions</i>	7
16. <i>Types of Employment</i>	7
17. <i>Payment of Salary</i>	8
18. <i>Work Health & Safety (WHS)</i>	8
<i>Section 5: Conditions of Employment</i>	9
19. <i>Voluntary Flexible Working Arrangements</i>	9
20. <i>Hours of Work</i>	9
21. <i>Roster Requirements</i>	9
22. <i>Time Off In Lieu (TOIL)</i>	10
23. <i>Overtime</i>	10
24. <i>On-Call Allowance (IS Help Desk)</i>	10
25. <i>Higher Duties/Additional Duties Allowance</i>	11
26. <i>Employee Development</i>	11
27. <i>Healthy Lifestyle Benefit</i>	12
<i>Section 6: Leave Provisions</i>	12
28. <i>Annual Leave</i>	12
29. <i>Long Service Leave</i>	12
30. <i>Family Carer's Leave</i>	12
31. <i>Domestic/Family Violence Leave</i>	13
32. <i>Paid Maternity/Adoption Leave (PMAL)</i>	13
33. <i>Return to Work on a Part-Time Basis</i>	14
34. <i>Injury & Income Protection Policy</i>	15
<i>Section 7: Termination of Employment</i>	15
35. <i>Redundancy</i>	15
36. <i>Notice of Termination</i>	16
<i>Appendix 1 - Position By Band</i>	18
<i>Appendix 2 - Remuneration System</i>	19
<i>Appendix 3 - Injury And Income Protection Policy</i>	20

Section 1: Application and Operation

1. Enterprise Agreement

- 1.1 This Enterprise Agreement (HomeStart Finance Enterprise Agreement 2021) 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 2021"
- 1.3 This Enterprise Agreement will have effect only if approved by the South Australian Employment Tribunal ("SAET").
- 1.4 The term of this Enterprise Agreement shall be three years from the date of approval by the SAET.
- 1.5 This Enterprise Agreement is binding on the Chief Executive of the Department of Treasury and Finance 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, and any employees who are subject to a contract (whether at common law or pursuant to statute) which specifies a salary at or above those included in Appendix 2/

2. Definitions

- 2.1 "Act" means the Fair Work Act 1994 (SA).
- 2.2 "SAET" means the South Australian Employment Tribunal.
- 2.3 "Declared Employer" means the Chief Executive of the Department of Treasury and Finance, 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 2021.
- 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 19.2) 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 SAET.
- 3.2 This Enterprise Agreement replaces the HomeStart Finance Enterprise Agreement 2018 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 Employment Tribunal website: <https://www.saet.sa.gov.au/app/uploads/2019/11/454P-Award-Nov-2019.pdf>

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 or conditions).
- 6.2 The employees undertake that for the term of this Enterprise Agreement the parties will not 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 & Culture 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 Chief Executive, Department of Treasury and Finance.
- 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 South Australian Employment Tribunal, 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

Salary increases for existing employees to be as follows:

- A 1.5% salary increase effective from the first full pay period on or after 1 July 2021; 1 July 2022 and 1 July 2023.

Increases for part-time employees to be calculated on, and proportionate to, the rates for full-time employees.

13. Casual Salary Rates

- 13.1 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).

14. Salary Sacrifice

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Salary sacrifice will not extend to employee members employed as casuals or on a term contract of less than twelve months.

15. Attraction & Retention Allowance

- 15.1 An attraction or retention allowance may be paid to an employee at the discretion of, and on such terms as determined by, the Chief Executive Officer provided that:
- 15.1.1 the position is critical to the functioning of HomeStart; and
 - 15.1.2 the quantum of the allowance may be up to a maximum of 20%, or not more than \$25,000 per annum (whichever is the lesser), of the nominal salary for the position as determined in accordance with Appendix 2 of this Enterprise Agreement; and
 - 15.1.3 the allowance is payable for a period of up to two calendar years whereupon the circumstances will be reviewed, including a comprehensive evaluation of whether the continuation of the allowance is warranted.
- 15.2 The Chief Executive Officer may reduce and/or remove the allowance in the event of under-performance as determined in accordance with clause 10.4 of this Enterprise Agreement.

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. 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, which are outlined in the Workplace Flexibility Policy.

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 shall be for one hour unless otherwise agreed between the employer and the employee, in which case not less than half an hour must be allowed and taken.
- 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

- 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 19.1 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 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 20.5). 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 (IS 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) \$33.59 from the first pay period to commence on or after 1 July 2021;
 - b) \$34.09 from the first pay period to commence on or after 1 July 2022;
 - c) \$34.60 from the first pay period to commence on or after 1 July 2023.
- 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) \$58.67 from the first pay period to commence on or after 1 July 2021;
 - b) \$59.55 from the first pay period to commence on or after 1 July 2022;
 - c) \$60.44 from the first pay period to commence on or after 1 July 2023.

- 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 24-hour 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.
- 24.5 On the road:
- If the employee is required to attend at HomeStart's offices or other nominated site (e.g. 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 wellbeing.
- 27.2 The reimbursement value of \$299 per year will only be paid within the same fringe benefits tax year as the date of purchase.

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 work life 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.
- 28.3 In the interests of the good health of employees (to minimise the possibility of stress related illness) and risk mitigation (to minimise the potential for fraud related activities), generally employees will take their annual leave such that they are absent for at least two consecutive calendar weeks (excluding public holidays) within the previous 52 week period , unless special circumstances warrant the Chief Executive Officer to approve a written request by an employee to take leave otherwise.
- 28.4 Employees have an ability to request to cash out five (5) days annual leave which is made up of the additional 2 days of annual leave (in lieu of recreation leave loading) and the additional 3 days annual leave (in lieu of compressed weeks, rostered days off and other flexi-time arrangement) on the proviso that the original entitled 20 days (4 weeks) annual leave (pro-rata for part-time employees) is preserved and taken as usual; and that two consecutive calendar weeks in a financial year has been taken.

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 de facto spouse or a former spouse); a child or stepchild; 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.

30.2 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 to 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.

30.3 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.

30.4 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. Domestic/Family Violence Leave

31.1 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and HomeStart will provide reasonable access to, existing leave and flexible and safe working arrangements.

31.2 The parties note that Regulation 9(8) of the Public Sector Regulations 2010 operates to apply the domestic/family violence leave provisions of up to 15 days of special leave with pay per annum for all public sector employees.

31.3 The Chief Executive Officer, or delegate, will allow employees to access special leave in accordance with Commissioner's Determination 3.1- Employment Conditions -Section F - Special Leave with Pay and Leave Without Pay, clause f) Domestic/Family Violence Leave to be applied for as "urgent pressing necessity".

32. Paid Maternity/Adoption Leave (PMAL)

32.1 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 an absence on maternity leave or adoption leave on or after the date of approval by the commission of this Enterprise Agreement.

32.2 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.

32.3 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").

32.4 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.
- 32.5 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).
- 32.6 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).
- 32.7 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.
- 32.8 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.

33. Return to Work on a Part-Time Basis

- 33.1 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.
- 33.2 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.
- 33.3 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 employee's substantive level.

34. Injury & Income Protection Policy

- 34.1 Additional injury and income protection will apply to employees in accordance with the Income and Injury Protection principles set out at Appendix 3 of the Agreement where entitlements under the Return to Work Act 2014 (SA) have ceased.

Section 7. Termination of Employment

35. Redundancy

- 35.1 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.
- 35.2 Retrenchment will mean the termination of employment as the result of redundancy and where alternative employment is not available.
- 35.3 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
- 35.4 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).
- 35.5 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.
- 35.6 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.
- 35.7 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.

35.8 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

36. Notice of Termination

36.1 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.

36.2 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.

36.3 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 willful misconduct; casual employees; employees engaged for a specific period of time pursuant to a contract or for a specific task.

If an employee chooses to terminate their employment with HomeStart they must give HomeStart Finance at least four (4) weeks' notice (for those employees with more than one-year continuous service) or their monies for the appropriate notice period will be forfeited. Where service is less than one-year continuous service at least two (2) weeks' notice is required or monies for the appropriate notice period will be forfeited.

SIGNATORIES

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

TRICIA MARGIE

Witness

J. Mangue

} *[Signature]*

Dated: 17/2/21

SIGNED for and on behalf of
CHIEF EXECUTIVE
DEPARTMENT OF TREASURY AND FINANCE
(as the declared employer for public employees
Pursuant to Reg. 4, Fair Work Act (General)
Regulations 2009 (SA))

YESHA R. JOSHI

Witness

Yoshi R. Joshi
18/2/2021

} *[Signature]*

Dated: 18/2/21

SIGNED for on behalf of the employees of
HOMESTART FINANCE
in the presence of:

Vanessa charlemagne

Witness

[Signature]

} *[Signature]*

Dated: 17/02/2021

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 position benchmarking methodology using an appropriate job evaluation process.

Band	Positions by Band	Position Statement
E	Senior leadership positions AND/OR "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 AND/OR 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 on and from the date of the approval of this Enterprise Agreement applies to employees employed under the HomeStart Finance Enterprise Agreement 2021.

The salary ranges in the remuneration system have been informed by market data from a recognised industry remuneration and benefits provider.

The following remuneration total employment benefit (TEB) rate ranges (excluding allowances) will apply.

Band	Remuneration Range 01/07/2021	Remuneration Range 01/07/2022	Remuneration Range 01/07/2023
A	\$47587 - \$61828	\$48300 - \$62755	\$49025 - \$63696
B	\$53882 - \$90925	\$54690 - \$92289	\$55510 - \$93673
C	\$57733 - \$130808	\$58598 - \$132770	\$59477 - \$134761
D	\$75015 - \$146483	\$76140 - \$148680	\$77282 - \$150910
E	\$92610 - \$149833	\$93999 - \$152080	\$95409 - \$154361

Appendix 3 - Injury And Income Protection Policy

1. PREAMBLE

Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

2. FUNDING ARRANGEMENTS

- 2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

3. ADMINISTRATION OF THIS POLICY

- 3.1 The responsibility for administering this policy is vested in the Chief Executive Officer or delegate.
3.2 In administering this policy, the Chief Executive Officer shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

4. DEFINITIONS

- 4.1 This policy applies to workers who have an accepted claim pursuant the Workers Rehabilitation and Compensation Act 1986 or the Return to Work Act 2014 and meet the eligibility requirements of this policy.
4.2 "Employer" means Chief Executive Officer or delegate.
4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website (<https://www.saet.sa.gov.au/return-to-work/independent-medical-advisers-ima/>)
4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the Return to Work Act 2014.
4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

5. MUTUAL OBLIGATIONS

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect-
5.1.1 The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
5.1.2 A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2 A worker while in receipt of benefits pursuant to this policy must-
5.2.1 participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
5.2.2 without limiting paragraph (a)-
5.2.2.1 participate and cooperate in the establishment of a recovery/return to work plan; and
5.2.2.2 comply with obligations imposed on the worker by or under a recovery/return to work plan; and
5.2.3 ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the Return to Work Act 2014) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
5.2.4 return to suitable employment when reasonably able to do so; and
5.2.5 take reasonable steps to mitigate any possible loss on account of the work injury.

6. RETURN TO WORK COMMITMENT

6.1 Wherea

- s: 6.1.1 the parties agree that a return to work within the meaning of the Return to Work Act 2014 is always the objective in the case of any work injury;
- 6.1.2 the unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the Return to Work Act 2014 and this agreement.

7. COVERAGE & BENEFITS- INJURIES ON OR AFTER 1 JULY 2015

7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:

- 7.1.1 is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
- 7.1.2 the injury-
 - i. resulted from conduct directed at the worker that constitutes a criminal offence; or
 - ii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence in the course of the workers employment or conduct by another person that appears to be criminal; or
 - iii. occurred as a direct and immediate result of conduct by another person that constitutes a criminal offence; or
 - iv. occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.
- 7.1.3 has an accepted claim pursuant to the Return to Work Act 2014; and
- 7.1.4 has had their individual entitlements exhausted pursuant to the Return to Work Act 2014; and
- 7.1.5 has not been assessed as having a 30% or more Whole Person Impairment {WPI}; and
- 7.1.6 has not made a return to work within the meaning of the Return to Work Act 2014; will be provided on the following basis:

7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;

7.3 A redemption of medical expenses referred to in 7.2.

7.4 In the case of financial support:

- 7.4.1 A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the Workers Rehabilitation and Compensation Act 1986 and meeting the mutual obligations set out in this policy; or
- 7.4.2 A redemption of 7.4(a).

8. COVERAGE & BENEFITS- INJURIES PRIOR TO 1 JULY 2015

8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1(a) and (b); and

- 8.1.1 have an accepted claim pursuant to the Workers Rehabilitation and Compensation Act 1986/Return to Work Act 2014 and;
- 8.1.2 have had their individual entitlements exhausted pursuant to the Return to Work Act 2014 and;
- 8.1.3 have not been assessed as having a 30% or more Whole Person Impairment {WPI} and;
- 8.1.4 have not made a return to work within the meaning of the Return to Work Act 2014; will be provided on the following basis:

- 8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
 - 8.4.1 a top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the Workers Rehabilitation and Compensation Act 1986 and meeting the obligations set out in this policy, or
 - 8.4.2 a redemption of 8.4(a); or
 - 8.4.3 payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the Return to Work Act 2014 had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to Part 4, Division 6 of the Return to Work Act 2014.

9. WORK CAPACITY REVIEW PROVISION - as referred to in 7.4(a) and 8.4(a)

- 9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
 - 9.1.1 having no current work capacity; and
 - 9.1.2 likely to continue indefinitely to have no current work capacity; or
 - 9.1.3 being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every 2 years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the Return to Work Act 2014 has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker may be considered as:
 - 9.4.1 having no current work capacity; and
 - 9.4.2 likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks' notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.
- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
 - 9.8.1 must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
 - 9.8.2 must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless-
 - i. the employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
 - 9.8.3 the opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.

- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until-
- 9.10.1 the employer ceases to be satisfied as to the matters specified in 9.7; or
- 9.10.2 the worker otherwise ceases to be entitled to financial support under this policy.

10. CEASING OF BENEFITS

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days' notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to these this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- 10.2.1 Has "returned to work" under the Return to Work Act 2014; or
- 10.2.2 Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
- 10.2.3 Fails to comply with the Mutual Obligations of this policy; or
- 10.2.4 Receives a redemption of entitlements pursuant to the Workers Rehabilitation and Compensation Act 1986 or the Return to Work Act 2014; or
- 10.2.5 Retires, resigns, or is terminated from employment; or
- 10.2.6 Is in receipt of income or other financial benefits in lieu of wages; or
- 10.2.7 Is classified as a seriously injured worker under the Return to Work Act 2014.
- 10.3 If a worker applies for and takes a period of annual or long service, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

11. PROVISIONS APPLICABLE TO MEDICAL EXPENSES

- 11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the Return to Work Act 2014 pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.
- 11.2 The worker may then claim 'out of pocket' costs against this policy for:
- 11.2.1 attendance, examination, or treatment by a health practitioner including the obtaining of a certificate or report; or
- 11.2.2 any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
- 11.2.3 any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the Return to Work Act 2014.