

HOMESTART FINANCE AGREEMENT 2005

File No. 8045 of 2005

This Agreement shall come into force on and from 15 December 2005 and have a life extending for a period of twenty-four months therefrom.

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



DATED 15 DECEMBER 2005.

COMMISSION MEMBER



UNDERTAKING INSERTED PURSUANT TO SECTION 79(9)

THAT salaries payable under the Enterprise Agreement will be no less than those set out in Exhibit A1 as tendered during proceedings concerning the approval of this Agreement.



DATED 15 DECEMBER 2005

COMMISSIONER MEMBER



AGREEMENT

**Date to be confirmed post ratification
2005**

HOMESTART FINANCE AGREEMENT

Title

This Agreement will be referred to as the HomeStart Finance Agreement 2005 and will come into effect from the date of certification.

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Section 1 Application and Operation

1. Parties to this Agreement

- 1.1 This Agreement shall be known as the HomeStart Finance Agreement 2005.
- 1.2 This Agreement is between, and is binding on, the Employer and the Employees of HomeStart Finance, excluding the Chief Executive Officer, Directors/General Managers and those employees who were formerly employees of the South Australian Housing Trust and who were transferred to HomeStart finance (statutory corporation, established under the Housing and Urban Development Act 1995) by proclamation of the Governor on 21st December 1995.

2. Definitions

- 2.1 “HomeStart Finance” will mean the Employer, HomeStart Finance, company or enterprise.
- 2.2 “Employee” or “staff” will mean 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.
- 2.3 “Manager” will mean the leader of the work group, be that the Team Leader, Supervisor or Manager, as appropriate.
- 2.4 “Executive” will mean the group of Senior Managers, reporting to Directors.
- 2.5 “Director/General Manager” will mean the group of Executive Managers reporting directly to the Chief Executive Officer of HomeStart Finance and who are responsible for the strategic direction of the enterprise.
- 2.6 “HomeStart Finance Consultative Committee” means the committee established by HomeStart Finance consisting of 5 elected staff representatives, 2 management nominees, 1 organisational representative and 1 Human Resources representative, to develop and monitor the HomeStart Finance Agreement.
- 2.7 “Ordinary rate of pay” means the weekly rate for ordinary hours (outlined in 24.2) of work for a full time employee.
- 2.8 “Agreement” means the HomeStart Finance Agreement.
- 2.9 “Act” means the Fair Work Act 1994.

3. Commencement and Duration of the Agreement

- 3.1 This Agreement will continue for a period of 2 years commencing from the date of certification of the Agreement.

4. Availability of this Agreement and Industrial Awards

- 4.1. This Agreement will be available to all Employees covered by the Agreement via the workplace Intranet.

- 4.2. Clerical employees who may be employed in classifications contained in schedule 1 of the Clerks SA Award, can access the award from the following link via the South Australian Industrial Relations Commission website:
http://www.industrialcourt.sa.gov.au/ezi_pdf/clerks_sa_award_ch_84.pdf?t=1103066046

5. Negotiating the Next Agreement

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

6. No Further Claims

- 6.1 During the term of this Agreement the parties agree not to pursue any further claims in relation to matters covered by this Agreement or other claims with respect to salaries and conditions, except where this is specifically contemplated in the Agreement.

7. HomeStart Finance Agreement Dispute Resolution Procedures

- 7.1 This clause applies where a dispute arises as to matters dealt with by this Agreement.
- 7.2 In the first instance, parties will attempt to resolve the dispute at Manager level. Resolution will include written confirmation that is acknowledged by all parties to the dispute.
- 7.3 Should the dispute remain unresolved it will be referred to the relevant Director. Resolution will include written confirmation that is acknowledged by all parties to the dispute.
- 7.4 Should the dispute still remain unresolved it will be referred to the HomeStart Finance Consultative Committee. If resolved, written confirmation of the resolution will be distributed to parties to the dispute.
- 7.5 If the dispute still remains unresolved it will be referred to the Chief Executive Officer. The views of the Chief Executive Officer will be provided in writing to all parties to the dispute.
- 7.6 Until the dispute is resolved, work shall continue as normal, with no industrial action to be taken by any party, nor will any party take action likely to exacerbate the dispute.
- 7.7 Should the dispute not be resolved the matter will be referred to a mutually agreed third party for resolution. The parties agree to be bound by any decision, order or recommendation of the third party.

Section 2: Organisational Culture

8. Vision, Objectives and Ongoing Change

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

9. Strategic Intent

9.1 This Agreement is designed to assist HomeStart Finance achieve its mission and goals determined in its strategic plan. The Agreement also reflects HomeStart Finance corporate and core values:

- A work ethic that constantly strives for high quality and customer satisfaction through excellence, innovation and creativity
- Equity, integrity, fairness and loyalty in all aspects of our work relationships
- Our greatest strength: the skills and knowledge of the HomeStart Finance staff with continuous development and learning at all levels
- A workforce that reflects the high quality and diversity of our society
- Leadership and partnerships at all levels through clear open communications and accountable participation
- To create a culture of delivering high quality financial and risk management standards throughout HomeStart Finance and its partners
- A balance between work and family

10. Learning Organisation

10.1 HomeStart Finance provides an environment and culture that values continuous learning and recognises that the development of its staff will assist in achieving the strategic intent and goals of the organisation.

11. Gender and Equity

11.1 HomeStart Finance provides a work environment free of discrimination or harassment. Employees of HomeStart Finance are required to reflect these values in their behaviour and ensure they familiarise themselves with relevant information provided through the HomeStart Finance Intranet.

11.2 HomeStart Finance is committed to and operates in accordance with the relevant anti-discrimination and equal opportunity legislation.

12. Change Management/Consultation

12.1 HomeStart Finance is committed to ensuring that a consultative process will occur where a review of a work area, practice or function occurs that could give rise to retrenchment or redundancy.

12.2 HomeStart Finance is committed to consultation about changes to the organisation and performance of work.

12.3 Consultation is defined as either party seeking the views of the person(s) concerned on major change issues before decisions are made, providing an opportunity of influence on the final outcome.

Section 3: Remuneration

13. Salary Review Process

- 13.1 This Agreement includes two annual salary adjustments for all staff, excluding staff on probation or Executive contracts, effective from the first pay period on or after 1/7/06 and 1/7/07 which will be 3.25%.
- 13.2 The parties agree to conduct a review of the current remuneration structure.
- 13.3 The parties agree to include in the remuneration review an agreed job evaluation process for the purpose of job reclassification.
- 13.4 The parties agree to consider flexible remuneration packaging for some or all of its existing employees. This may mean:

Employee's remuneration is expressed as a 'package' and will include cash salary, and employer provided superannuation. In addition to the 'package', other benefits such as study support and flexible working arrangements may be negotiated and provided to the employee.

14. Casual Salary Rates

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

15. Annual Leave Loading

- 15.1 An Annual Leave Loading payment of 17.5% of salary will be calculated on Annual Leave entitlements each year and paid to staff in the first pay period in December, with the exception of Executive staff.

16. Salary Sacrifice

- 16.1 HomeStart Finance will provide all employees with access to salary sacrifice, subject to the employee obtaining independent financial advice and agreeing to indemnify HomeStart Finance against any claims arising out of the salary sacrifice arrangement. The cost of incidental Government charges, including GST, are to be borne by the staff member.
- 16.2 The parties agree that the Salary Sacrifice policy and procedures apply.
- 16.3 Any entitlement to payment of overtime or leave loading will be based on the salary that would have been payable had the employee not entered into a Salary Sacrifice arrangement.
- 16.4 Where on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation 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 Salary Sacrifice arrangement.

- 16.5 The Salary Sacrifice scheme will include the following items:
- Motor Vehicle Expenses (through a novated lease arrangement and subject to FBT)
 - Laptop Computers
 - Electronic Diaries
 - Superannuation
- 16.6 Salary sacrifice will not extend to staff members employed as casuals or on a fixed term contract of less than 12 months.

17. Superannuation

- 17.1 In addition to the Salary the employer will meet its obligations under the Superannuation Guarantee Legislation of the Commonwealth of Australia.

18. Income Protection Insurance

- 18.1 HomeStart Finance agrees to provide all fixed term contract employees covered by this Agreement, with Income Protection Insurance. The insurance cover includes salary continuance, 75% of salary up to a maximum benefit of \$20,000, after the expiry of the waiting period in the event of sickness or injury.
- 18.2 HomeStart Finance will absorb increases in the cost of this insurance during the life of this Agreement.
- 18.3 The terms and conditions, as outlined in the MLC Product Disclosure Statement apply.

Section 4. Appointment and Conditions

19. Types of Employment

- 19.1 People may be employed by HomeStart Finance under the following arrangements:
- Fixed Term Contract Employment
 - Temporary Employment – from six to 12 months
 - Casual Employment – up to six months
- 19.2 Fixed Term Contract Employment will mean employment for a specified term or task for which the instrument of engagement will specify the starting and finishing dates of that employment.
- 19.3 Temporary Employment will mean employment for greater than six months but less than 12 months for which the instrument of engagement will specify the starting and finishing dates of that employment.
- 19.4 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 the giving of three hours notice by either party.
- 19.5 On commencement of employment the employee will be on a minimum of three months

probation. 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.

20. Employee Records

- 20.1 HomeStart Finance will keep only one employee record file and that file will remain confidential. Access will be provided to appropriate parties, namely the employee, the employee's Manager, the relevant Director, Human Resources, Payroll and the CEO.

21. Payment of Salary

- 21.1 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.

22. Occupational Health, Safety and Welfare

- 22.1 HomeStart Finance is committed to, and places a high priority on, ensuring that all employees are, so far as is reasonably practicable, safe from injury and risk to health while they are at work.
- 22.2 HomeStart Finance will rank occupational health, safety and welfare equally with all other financial and operational considerations when setting directions and priorities for HomeStart Finance.
- 22.3 HomeStart Finance shall comply with all relevant legislative requirements under the provisions of the Occupational Health, Safety and Welfare Act, 1986, Occupational Health, Safety and Welfare Regulations 1995, relevant Approved Codes of Practice and Australian Standards.

Section 5. Conditions of Employment

23. Flexible Employment Arrangements

- 23.1 Flexible Employment Arrangements are arrangements negotiated between the employee and Manager that allows the employee discretion to work normal hours over an agreed span of time.
- 23.2 HomeStart Finance will consider requests from employees for Flexible Employment Arrangements.
- 23.3 Employees should initially approach their Manager to discuss any Flexible Employment Arrangements. HomeStart Finance will willingly support proposals that bring a benefit to both the organisation and the employee.

24. Hours of Work

Subject to Clause 23.1

- 24.1 All employees are required to attend work unless they are on approved leave.

- 24.2 The ordinary hours of work for a full-time employee are:
- 37.5 hours per week;
 - 7.5 hours per day, Monday to Friday; and
 - between the hours of 7.00 am and 9.00 pm
- 24.3 Should an employee be required to work between 5.30pm and 9.00pm, 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.
- 24.4 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.
- 24.4 All absences must be accounted for and approved either through an approved leave application or Time Off in Lieu arrangement.

25. Time Off in Lieu

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

26. Overtime

- 26.1 Overtime taken as Time Off in Lieu, is calculated as time off equal to the actual overtime hours worked. Refer to clause 25 "Time Off in Lieu".
- 26.2 Any overtime must be approved by the Manager prior to the overtime being worked. Whether overtime is paid or taken as Time Off In Lieu, it is to be negotiated between the Manager and the employee.
- 26.3 Subject to 24.3, 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.
- 26.4 Overtime worked on a Saturday is paid as time and a half prior to 12.00 noon and double time thereafter. Employees working on a Saturday will be paid for a minimum of three hours work.
- 26.5 Overtime worked on a Sunday is paid as double time. Employees working on a Sunday will be paid for a minimum of three hours work.
- 26.6 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.
- 26.7 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.

27. Secondment

- 27.1 Secondment is defined as the temporary placement of an employee in another position for a maximum period of 12 months, as per the HomeStart Finance Secondment Policy.
- 27.2 Secondment can occur to utilise a development opportunity or when the work requirements of the local area change and there is appropriate work available in another position on a temporary basis.

28. Transfer

- 28.1 Transfer is defined as the permanent placement of an employee in another position within HomeStart Finance, as per the HomeStart Finance Secondment/Transfer Policy.
- 28.2 Transfer can occur when the work requirements of the local area change and there is appropriate work available in another position.

29. Job Share

- 29.1 HomeStart Finance will consider requests from employees for Job Share working arrangements.
- 29.2 Employees should initially approach their Manager to discuss Job Share arrangement opportunities.

30. Higher Duties Allowance

- 30.1 Payment for Higher Duties occurs when an employee is asked to perform a role that is of a higher classification level than their existing role. Higher Duties will only apply when the employee is asked to perform the majority of the duties associated with a higher classified role.
- 30.2 Generally a Higher Duties Allowance will be paid for a maximum period of up to 12 months.
- 30.3 Payment for Higher Duties will be made when an employee works for a period of one day or more at a higher level.

31. Working From Home

- 31.1 HomeStart Finance will consider requests from employees to engage in Working From Home arrangements.
- 31.2 Employees should initially approach their Manager to discuss Working From Home arrangement opportunities.

32. Employee Assistance Program

- 32.1 HomeStart Finance agrees to provide an Employee Assistance Program for use by all employees. The program normally provides for up to three counselling sessions paid for by HomeStart Finance.
- 32.2 Counselling is offered for both work and non-work related issues.
- 32.3 Employees must arrange access to the program through their Director or Manager.

These sessions remain confidential between the counsellor and employee.

33. Staff Development

- 33.1 HomeStart Finance recognises that the effective operation of HomeStart Finance depends on the knowledge, skills and performance of all employees.
- 33.2 HomeStart Finance is committed to providing all staff with the opportunity of participating in training and development opportunities.
- 33.3 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.
- 33.4 Employees and HomeStart Finance share responsibility for employee learning.
- 33.5 Employees will be involved in completing individual development plans, as part of the Staff Development Review process.
- 33.6 HomeStart Finance provides development assistance for approved courses in accordance with the HomeStart Finance Performance Development Guidelines.

34. Staff Facilities

- 34.1 HomeStart Finance is committed to providing employees with facilities offering space to rest, socialise with colleagues, assist with family responsibilities, share information and encourage health and well being activities. As part of the move to new office accommodation (2005), the following facilities have been integrated (head office only), based on staff consultation and feedback:
 - a) Staff room
The staff room will occasionally be utilised for organisational functions
 - b) Bike racks
 - c) Shower amenities
 - d) Casual Care Room
 - e) Space provision for health and well being activities to be conducted, within the OHS&W framework.
This will be provided as long as the organisation has space capacity, with the extent of growth unknown

Section 6: Leave Provisions

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

35. Annual Leave

- 35.1 Fixed Term and Temporary employees only are entitled to 20 days Annual Leave each year or 1.666 days per month for each completed month of service. Part time staff accrue Annual Leave on a pro rata basis. The first period of Annual Leave is due after 12 months of service. This can be taken as agreed with the Manager.
- 35.2 If it is impracticable for Annual Leave to be taken in a particular year, it will be carried over to the following year. An employees' outstanding annual leave entitlement should not exceed 25 days. The taking of outstanding entitlements beyond 25 days may be negotiable with the Manager.
- 35.3 If the employee and the employer have not been able to agree on a date for the taking of Annual Leave within 12 months of its due date, then the employer may decide that the employee is to take annual leave at a specific time but the employer must give at least two months notice.
- 35.4 An employee who becomes sick while on Annual Leave or Long Service Leave and produces a satisfactory medical certificate may apply to convert the period of illness to paid Sick Leave. In respect of Long Service Leave, the period of illness shall not be less than one week.
- 35.5 Payment of unused and accrued Annual Leave will be paid to the employee on termination.
- 35.6 Annual Leave entitlements will not accrue during any period of Leave Without Pay.
- 35.7 Please refer to clause 15 for Annual Leave Loading provisions.

36. Sick Leave

- 36.1 In the case of illness, full-time employees shall be entitled to leave of absence with full pay of 12 working days per year. Part-time employees will receive this entitlement on a pro rata basis.
- 36.2 Sick Leave accrues on the basis of one full-time sick day per month of service.
- 36.3 Sick Leave not used is cumulative without limit, but unused sick leave will not be paid to the employee on termination of employment.
- 36.4 Sick Leave may be taken in hours rather than whole days.
- 36.5 Medical certificates are required to be provided by an employee:
 - after three consecutive days away sick
 - either side of a public holiday
 - if requested by a manager
- 36.6 Sick Leave entitlements will not accrue during any period of Leave Without Pay.

37. Long Service Leave

- 37.1 An employee is entitled to take pro-rata Long Service Leave after completing seven years' service. Part-time employees will receive this entitlement on a pro-rata basis.
- 37.2 Upon termination, where an employee has completed seven years service, Long Service Leave entitlements will be paid to them on separation from HomeStart Finance, except where an employee with seven years service, but less than ten years service, is terminated on the ground of serious and wilful misconduct or unlawful resignation.
- 37.3 Long Service Leave is accrued at a rate of 1.3 weeks' leave for each completed year of service.
- 37.4 Long Service Leave entitlements will not accrue during any period of Leave Without Pay, with the exception of Unpaid Sick Leave.

38. Flexible Leave 48/52

- 38.1 This is available to Fixed term contract employees with a contract for a period of 12 months or more and is to be re-negotiated for each 12 month period
- 38.2 Staff may work 44 weeks of a twelve-month working period, where negotiated between the employee and Manager. Under this scheme an employee is entitled to four weeks paid Annual Leave (44 + 4=48 weeks) and is granted an extra four weeks unpaid flexible leave (44+4+4=52 weeks) giving a total of eight weeks leave for each 12 month period (pro-rata for part-time employees).
- 38.3 Salary due for the 48 weeks shall be spread over the entire 52 weeks of the year in equal instalments.
- 38.4 Periods of leave without pay affect the accrual of Annual, Sick, Long Service Leave and Superannuation entitlements.

39. Carer's Leave

- 39.1 An employee can use accrued Sick Leave as Carer's Leave up to a maximum of five days per year.
- 39.2 Carer's leave is to provide care for and support a member of an employee's family when they are sick. Member of employee's family definition includes spouse, child, parent, any other member of person's household or any other person who is dependant on the person's care.
- 39.3 Requests for Carer's Leave may require the employee to establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care and support by another.

40. Paid Maternity/Adoption Leave

- 40.1 An eligible full-time or part-time employee who is granted maternity or adoption leave, leave that commences on or after 1/7/05 will be entitled to the provisions of this clause.

- 40.2 An employee, other than a casual employee who has completed 12 months or more continuous employment immediately prior to the expected date of birth or taking custody on an adopted child shall be entitled to a period of 12 weeks paid Maternity/Adoption leave.
- 40.3 Part time employees will have the same entitlement as full time employees, but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave)
- 40.4 Maternity/Adoption Leave may be taken in conjunction with Parental Leave (unpaid) up to a maximum of 12 months.
- 40.5 In the case of Maternity Leave, the period of leave taken must include leave for at least six weeks after the actual birth. However, if a medical certificate of fitness is provided, an employee may return to duty prior to the expiration of six weeks.
- 40.6 In the case of Maternity Leave, the period of leave must commence not later than six weeks prior to the expected birth. However, the employee may negotiate to remain at work until no later than two weeks prior to the expected birth if a medical certificate of fitness is provided.
- 40.7 Annual Leave and Long Service Leave entitlements may be used in addition to or as part of the total period of leave.
- 40.8 Maternity/Adoption/Paternity or parental leave will not be approved beyond an employee's current expiry date of their contract of employment. Further leave may be granted should a further term of employment be offered.
- 40.9 HomeStart Finance will retain the employee's position until the employee returns to work. However, if the position is no longer available HomeStart Finance will provide work at a comparable pay and status to that paid prior to starting leave.
- 40.10 The provision of Maternity/Adoption Leave shall not be grounds for the termination of employment or for refusal to offer re-employment.

41. Unpaid Maternity/Adoption Leave

- 41.1 Employees, excluding casuals, who have not been employed for a period greater than 12 months continuous service are able to access unpaid Parental Leave provisions within this Agreement.
- 41.2 Conditions detailed in Clauses 40.5 to 40.10 also apply to unpaid Parental Leave.
- 41.3 Full-time employees who take Maternity/Adoption Leave can elect to return to work on a part-time basis until the child's second birthday.
- 41.4 The following conditions apply to an employee requesting to return on a part-time basis:

The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to their Manager such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.

At least 6 weeks prior to the relevant child's second birthday, the employee will advise their Manager whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part time basis.

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.

42. Unpaid Parental Leave

- 42.1 HomeStart Finance wishes to provide employees with the opportunity to utilise Parental Leave in ways that allow the employee to adjust to the demands of balancing work and family responsibilities.
- 42.2 Unpaid Parental Leave is for the purpose of caring for children. "Child" in this clause means a natural child, a stepchild, an adopted or fostered child, or any other child for whose care an employee has accepted responsibility. Evidence of this responsibility will need to be provided to HomeStart Finance.
- 42.3 All staff excepting casual or short term temporary employees (contract for less than 12 months) shall be able to access Parental Leave.
- 42.4 Annual Leave and Long Service Leave entitlements may be used in addition to or as part of the total period of leave.
- 42.5 An employee on a fixed term contract of employment and whose fixed term contract of employment expires during any period of Maternity/Adoption or Parental Leave shall not be eligible for further leave after the date of expiry of the contract of employment. Further leave may be granted should a further term of employment be offered.
- 42.6 The provision of Maternity/Adoption/Parental Leave shall not be grounds for the termination of employment or for a refusal to offer re-employment.

43. Special Leave With Pay

- 43.1 HomeStart Finance may provide access to Special Leave With Pay to employees in specific circumstances.
- 43.2 Where possible the employee should lodge applications for Special Leave With Pay one month before the intended commencement of the leave.
- 43.3 Special Leave With Pay may require evidence of activity.
- 43.4 The following table sets out the conditions and requirements related to Special Leave With Pay.

a) Bereavement	3 days each year for a member of employee's household or close relative such as partner, parent, parent-in-law, child, step-child, grandparent grandchild, brother or sister	A copy of the Notice of Death in the newspaper, or similar proof of death may be required.
b) Jury Duty	As required by notice from the Sheriff.	Any allowances from the Court must be paid to HomeStart Finance.
c) Military or Defence Force Training	Annually – 10 days on full pay for compulsory full time camp and 10 days with pay made up for additional full time training.	The formal call up notice from the military unit is requested.
d) National or International Sporting	National – 5 days over a 2 year period. International – 15 days over a 2 year period	Employee must be a participant or official in a recognised National or International sporting event.

Events		
e) Blood Donors	Available to registered blood donors when they donate blood during working hours, up to a maximum of 2 hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.	Evidence of attendance at the Blood Bank for blood donation must be supplied. Such an employee shall arrange for his or her absence to be on a day suitable to HomeStart and be as close as possible to the beginning or ending of his or her ordinary working hours.
f) Urgent Pressing Necessity	3 days per year.	Approval and documentation are at the discretion of the manager.

- 43.5 Where a Bereavement Leave entitlement for any one year has been exhausted, then additional leave can be debited against any available Sick Leave. If the Sick Leave entitlement has been exhausted then further unpaid leave may be sought which will not be unreasonably withheld.

44. Leave Without Pay

- 44.1 HomeStart Finance may approve periods of Leave Without Pay from one day and up to 12 months.
- 44.2 Leave Without Pay is subject to negotiation between HomeStart Finance and the employee, and will be considered in relation to implications to the workplace and the circumstances of the employee.
- 44.3 Periods of Leave Without Pay affect the accrual of Annual, Sick, Long Service Leave and Superannuation entitlements.

45. HomeStart Finance Leave Policies

- 45.1 Further conditions of employment relating to leave, including Paternity, Compassionate and Long Service Leave, are provided for in HomeStart Finance policy documents. This Agreement supports the terms and conditions specified in these policies in their current form, and as amended from time to time.

Section 7: Termination of Employment

46. Redundancy

- 46.1 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.
- 46.2 Retrenchment will mean the termination of employment as the result of redundancy and where alternative employment is not available.
- 46.3 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
- 46.4 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 49.3).
- 46.5 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.
- 46.6 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.
- 46.7 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.
- 46.8 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

47. Notice of Termination

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

Period of continuous service

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

Period of notice

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

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

- 47.2 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.
- 47.3 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.
- 47.4 If an employee chooses to terminate their employment with HomeStart they must give HomeStart Finance the following notice:

Period of continuous service

Not more than one year
More than one year

Period of notice

At least one week
At least two weeks

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

Section 8: Privacy

48. General Principles

- 48.1 HomeStart Finance has a legal obligation to comply with the Privacy Act and the National Privacy Principles which form part of the Act.
- 48.2 Under the Act, HomeStart Finance must observe restrictions and standards about the collection, use, disclosure and security of an individual's "personal information" as collected by HomeStart Finance.

49. Privacy Policy

- 49.1 HomeStart Finance has developed a privacy policy statement pursuant to the Privacy Act and all employees must comply with that directive.
- 49.2 HomeStart Finance will view any breach of the privacy policy statement as a very serious matter and any employee who breaches the statement may be disciplined or dismissed.
- 49.3 All employees must familiarise themselves with the HomeStart Finance privacy policy

statement and all collection notices so that they comply with their obligations. Any queries in relation to the privacy policy statement should be taken up with the privacy policy officer.

SIGNATORIES

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

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Dated:

.....
Witness

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

.....

Dated:

.....
Witness