

# Without Prejudice Offer - 26 June 2018

Detailed below is HCF's without prejudice offer in relation to the proposed **HCF Fund Enterprise Agreement 2018** 

#### **HCF Offer**

- 1. A 3-year Enterprise Agreement with a nominal expiry date of 30th June 2021.
- 2. (a) A 2.5% base wage increase effective 1 July 2018.
  - (b) A 2.5% base wage increase effective 1 July 2019.
  - (c) A 2.5% base wage increase effective 1 July 2020.

**Allowances** – Increased as follows:

**Meal Allowance** – from \$15.63 to \$16.72; further meal allowance from \$12.85 to 13.74 **First-Aid Allowance** – from \$14.07 to \$15.41

- 3. HCF will make payment from 1 July 2018 in the pay period due 8 August 2018. Each subsequent increase will take place in the first full pay period post July 1st 2019, July 1st 2020.
- 4. The wages increase in point 2 (a) would be payable on the successful vote of the HCF Fund EA 2018.
- Clause 15 Travel to be amended to reflect payment for the time spent travelling. If an employee is required to travel outside of their normal hours for their job they will be paid full time for the additional time spent travelling.

The Fund will pay any reasonable travel expenses if you are asked to travel away from your usual place of work.

If you are asked to travel away from your usual place of work, for any time you spend travelling which is additional to the time you normally spend travelling between home and work and is outside your ordinary hours of work, you will be paid for such additional time at your ordinary rate of pay.

- 6. Remove junior salary rates table. All employees are paid as per the adult pay table.
- 7. Remove the requirement for regional and interstate staff to utilise Family & Friends Day for regional public holiday (local show days).

In addition to any other paid leave provided for under this Agreement, you are entitled to one day of paid leave as a "family and friends day". The leave must be agreed in advance with your manager. This day does not accrue and therefore must be used in each calendar year.

8. Clause 21 Family Violence Leave - additional wording to be inserted to reflect that Family Violence Leave is "in addition" to existing to leave entitlements.

HCF provides eligible employees up to 10 Paid family violence leave days per year, if eligible for paid family violence leave, it is separate and in addition to any other entitlement you have to paid leave, such as annual leave, personal leave, compassionate leave or long service leave. You should speak to your manager or HR if you would like to access family violence leave.

9. Definition of immediate family member to be applied as per HCF Leave Guidelines

A member of your immediate family is defined as a spouse, child, parent, grandparent, grandchild or sibling of yours, or a child, parent, grandparent, grandchild or sibling of your spouse.

For the purposes of clause 20, spouse includes former spouse, de facto spouse, former de factor spouse, or same sex partner de facto spouse or same sex partner means a person who lives with you as your partner on a bona fide domestic basis although you are not legally married to that person.

A household member is any person who lives with the employee.

10. Clause 20.1 (a) – Amend wording to include:

A personal illness, or injury, of the family member;

- 11. Clause 1.1 Who is covered? New listing of position titles to be inserted on the understanding that this does not change the scope of the Enterprise Agreement.
  - Customer Service Officer (Customer Service, Administration Centre, Branches, Branch 2IC, Relief)
  - Processing & Resolutions Officer
  - Verification Officer
  - Provider Services Officer
  - Member Care Consultant
  - Telephone Service Representatives Sales
  - Corporate Sales Representatives
  - Team Leader Group Service
  - Administrative Assistants
  - Receptionists
  - Senior Member Care Consultant
- 12. Clause 18.1 Annual Leave additional wording to be inserted to reflect that Annual Leave is "based on ordinary hours".

You are entitled to 4 weeks paid annual leave year, accruing pro-rata through the year, based on ordinary hours. Annual Leave accumulates year to year.

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### In exchange for

1. Grandfathering of leave loading payable on annual leave for all employees employed at the date of approval of the EA by FWC. All employees employed post this date do not have entitlement to annual leave loading.

## Loading on annual leave

If you are employee as at the effective date of this agreement, a loading of 17.5% will be paid on the annual leave you take. For individuals who become employees of the Fund after the effective date, no such loading will be paid.

If you are otherwise entitled to annual leave loading payment, it will be paid on leave accrued that is paid to you upon the termination of your employment.

2. Change in ordinary hours employees (excluding Direct) to the following; Monday - Sunday 7am - 9pm inclusive (excluding Direct e.g. Call Centre)

# Weekend penalty rates

Unless you work in the Direct Unit (as referred to in clause 5.5) or you work as a Sales Representative (as referred to in clause 5.6), if your spread of ordinary hours of work involves you working on a Saturday or Sunday, you will be entitled to the following penalty rates:-

- (a) 150% for all hours worked on a Saturday;
- (b) 200% for all hours worked on a Sunday.

Any penalty rate payable is not cumulative with overtime.

- 3. Inclusion of the Model Consultation clause
- 4. Title: Clause 1.2 From HCF Enterprise Bargaining Agreement to HCF **Enterprise Agreement**
- 5. Sick Leave Notification Sick leave to be entered immediately upon Return to Work

# You must give notice of your absence

You must notify your immediate Manager/Team Leader of your absence via phone prior to the commencement of your working hours and take all necessary steps to apply for personal leave on the day on which you return to work (unless exceptional circumstances apply).

6. Part-Time Additional Hours' Notice Period - The reduction in the required notice period from 2 weeks' to 1 week for Part-Time employees required to work additional hours

Part-Time employees that are required to any reasonable additional hours without 1 weeks' notice will receive a loading of 20% for all additional hours worked up to 37.5hrs.

7. Removal of all other items from the Union log of claims.