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# **ENTERPRISE AGREEMENT**

**JULY 2018**

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# SECTION 1 - ABOUT THIS AGREEMENT

## 1 WHO IS BOUND BY THIS AGREEMENT?

### 1.1 WHO IS COVERED?

This agreement covers you if you work in any of the Fund's customer sales or support roles or roles which are ancillary to sales and support. The current list of titles for such roles is:

- Customer Service Officer (Customer Service, Administration Centre, Branches, Branch 21C, Relief)
- Processing & Resolutions Officer
- Verification Officer
- Provider Services Officer
- Member Care Consultant
- Telephone Service Representatives – Sales
- Corporate Sales Representative
- Team Leader Group Service
- Administrative Assistant
- Receptionist
- Senior Member Care Consultant

This agreement does not cover:

- Employees in knowledge professional positions;
- Employees with the title of Manager or Team Leader;
- Dentists, Dental Assistants, Dental Receptionists and Dental Administrative Assistants or any other employee covered by any HCF Dental Network enterprise agreement.

### 1.2 DEFINITIONS

In this agreement:

- 'The Act' refers to the *Fair Work Act 2009* (Cth) as amended;
- 'The effective date' means the date that this agreement commences under the Act, being the date that the agreement is approved by the Fair Work Commission;
- 'The Fund' means the Hospitals contribution Fund of Australia Limited (ABN 68 00 076 746);
- 'this agreement' means the HCF Enterprise Agreement 2018;
- 'You' or 'you' means any employee of the Fund described in clause 1.1; and
- 'Week' means Monday to Sunday inclusive.

### 1.3 NO EXTRA CLAIMS

You and the Fund agree that, for the term of this agreement, no extra claims will be made by you against the Fund regarding the terms and conditions of employment covered by this agreement when making decisions in relation to accepting a *Member* or in the payment of *Benefits*, whether under the *Private Health Insurance Act*, or other relevant legislation relating to anti-discrimination.

## 2 WHEN THIS AGREEMENT APPLIES

This agreement applies on and from the effective date. This agreement's nominal expiry date is 30 June 2021.

## 3 HOW THIS AGREEMENT CAN BE VARIED

The Fund may, in writing, propose a variation to this agreement. Any variation to this agreement must be done in a way that complies with the Act. The proposed variation to this agreement must be in writing and must be genuinely approved by a valid majority of the persons covered by this agreement at that time. The proposed variation takes effect when it commences under the Act, being the date that the variation is approved by the Fair Work Commission.

## 4 HOW THE FUND WILL EMPLOY AND PAY YOU

### 4.1 IF YOU ARE A FULL TIME OR PART TIME EMPLOYEE

If you are a full time or part time employee you will be employed and paid fortnightly, 1 week in advance and 1 week in arrears. You may however agree with the Fund to be paid at some other interval in accordance with the Act.

### 4.2 IF YOU ARE A CASUAL EMPLOYEE

If you are a casual employee you will be paid fortnightly in arrears based on the actual hours you have worked in the preceding fortnight.

You may however agree with the Fund to be paid at some other interval.

### 4.3 YOUR DUTIES

The Fund may direct you to carry out any duties that are within the limits of your skill, competence and training.

## SECTION 2 - WORKING ARRANGEMENTS

### 5 THE ORDINARY HOURS YOU WORK

#### 5.1 WHEN DO YOU WORK ORDINARY HOURS?

Except for rotating roster work, which is dealt with under clause 5.5 below, the ordinary hours of work will be worked between 7am - 9pm Monday to Sunday inclusive.

Work outside these ordinary hours or work exceeding:

- 10 hours on any given day; or
- 37.5 hours in any given week; or
- 5 days each week, is classified as overtime.

**5.2** Your current ordinary hours starting and finishing times can only be changed by mutual agreement, or by the Fund giving you 4 weeks' prior written notice.

**5.3** You are entitled to have 2 consecutive days off each week unless you work overtime on either or both of those days.

**5.4** You and the Fund may agree in writing to work ordinary hours different from those above in accordance with clause 28.

#### 5.5 DIRECT UNIT EMPLOYEES ONLY

The Direct Unit services inbound and outbound customer service and sales calls. This clause sets out the hours of work and overtime arrangements while you are engaged to work in the Direct Unit. The Direct Unit operates both rotating and non-rotating rosters.

A rotating roster is a roster under which an employee will work a pattern of hours, within the ordinary hours set out at clause 5.5(b) below, that will change from week to week.

A non-rotating roster is a roster under which an employee will work a fixed schedule of hours within the ordinary hours set out at clause 5.1 above, on an ongoing basis that will not change week to week.

##### (a) You may be required to work on a rotating roster

All full time, part time and casual employees may be required to work on a rotating roster from time to time. You will be informed of those times for which you will be classified as working on a rotating roster and if you are moving from working from a non-rotating roster to a rotating roster or vice versa, you will be provided with 4 weeks' notice of such a change.

##### (b) What are the ordinary hours for employees on a rotating roster?

The ordinary hours for employees working on a rotating roster are 150 hours in a 4 week cycle. These hours can be spread over 7 days, Monday - Sunday inclusive, 7 am to 9 pm and you may be rostered to work on any day of the week.

Notwithstanding the above, a rotating roster worker may be rostered, from time to time, to work ordinary hours on a Saturday.

##### (c) What do you get paid?

If you are a full time or part time employee who works on a non-rotating roster you will be paid a loading of 9.5% for all ordinary hours worked in the Direct Unit.

If you are a full time or part time employee who works on a rotating roster you will be paid a loading of 18% for all ordinary hours worked in the Direct Unit.

##### (d) What do you get paid for overtime?

If you work outside of, or in excess of the ordinary hours, as set out in clause 5.5(b) for those working on a rotating roster and as set out in clause 5.1 for those working on a non rotating roster, you will be working overtime. Other than overtime on a Sunday, the Fund will pay you at the rate of time and half for the first 2 hours of overtime and then at the rate of double time, calculated at your ordinary rate without any loading (referred to in clause 5.5(c)).

If you work on a Sunday and that Sunday is not part of the spread of ordinary hours, you are working overtime and the Fund will pay you for overtime at the rate of double time, calculated on your ordinary rate without any loading (referred to in clause 5.5(c)), with payment for a minimum of 4 hours work.

If you work on a public holiday you are working overtime and the Fund will pay you at the rate of double time and one-half, calculated on your ordinary rate without any loading (referred to in clause 5.5(c)), with payment for a minimum of 4 hours work.

The provisions contained in clause 8.3 to 8.7 inclusive also apply to any overtime worked in accordance with this clause 5.5.

#### 5.6 SALES REPRESENTATIVES HOURS OF WORK

If you are employed as a Sales Representative, ongoing flexibility of working hours is a necessary and core part of your role.

It is a key requirement that you will work outside normal business hours, including early starts and/or late finishes when it is necessary for the business for this to occur. As a general rule you will not be expected to work in excess of the normal 37.5 hour week (or 150 hours over a 4 week period), but these hours may be worked on any day of the week, excluding public holidays. In general where you work before or after normal business hours as a necessary requirement to properly perform your role, you will reduce your hours at other times in that week or as soon as practical in keeping with business requirements.

The salary for Sales Representatives has been set on an annual basis to include an amount in compensation for this flexibility and to include an allowance for occasional, reasonable additional hours in excess of 37.5 hours which cannot for business reasons be taken off at other times.

Accordingly, no overtime or penalty rates apply for Sales Representatives, except for work on public holidays or where any overtime is specifically directed or authorised in particular cases by your manager.

For avoidance of doubt:

- (a) Clauses 5.1 and 5.4 apply as modified by this clause; and
  - (b) Clause 6 - Overtime
  - (c) Clause 7 - Minimum time off duty
  - (d) Clause 13 - Meal allowance
  - (e) Clause 14 - Vehicle expenses
  - (f) Clause 15 - Travel expenses,
- do not apply to Sales Representatives.

## **6 THE OVERTIME YOU WORK**

### **6.1 YOU CAN BE REQUIRED TO WORK OVERTIME**

The Fund can require you to work reasonable overtime. Clause 5.1 outlines when overtime provisions apply. Please refer to clause 8 (for full-time employees), clause 9 (for part-time employees) or clause 10 (for casual employees) for details of the overtime provisions as they relate to those different types of employment.

## **7 MINIMUM TIME OFF DUTY**

### **7.1 YOU SHALL HAVE A MINIMUM REST PERIOD**

Unless you agree otherwise with the Fund, or, unless you are required to return to work after your usual finishing time, you are entitled to a rest period of not less than 10 consecutive hours off duty between the end of your work on one day and starting ordinary work on the next day.

### **7.2 WHAT HAPPENS IF YOU WORK WITHOUT A 10 HOUR REST PERIOD?**

If you are required to start work on the next working day without having had 10 consecutive hours off duty, you will be paid at double time until you finish work. You will then be allowed 10 consecutive hours off duty, without loss of pay, for ordinary working hours which fall during the time you are off duty.

## **8 FULL TIME EMPLOYMENT**

### **8.1 WHAT ARE YOUR ORDINARY HOURS OF WORK?**

If you are a full time employee, your ordinary hours of work are 37.5 per week. The Fund does not count any time you have off on meal breaks when adding up your ordinary hours.

### **8.2 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.

### **8.3 WHAT WILL YOU GET PAID FOR OVERTIME?**

Unless you work on a rotating roster 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), the Fund will pay you for any overtime you work as follows:

- On a public holiday, at the rate of double time and one-half with payment for a minimum of 4 hours work.
- On a Sunday that is not a public holiday, at the rate of double time with payment for a minimum of 4 hours work.
- For any other hours which are classed as overtime under clause 5.1 at the rate of time and a half for the first 2 hours of overtime, and at the rate of double time after that, with no minimum payment.

**8.4** If you are 'called-in' to work outside the ordinary hours of work, you will be paid a minimum of 4 hours overtime. 'Called-in' shall mean you being asked to attend for work outside your planned roster, in excess of the ordinary hours, in circumstances where you are not already at work, and shall not include extension of your working hours on a day when you are already at work.

### **8.5 OVERTIME MUST BE AUTHORISED**

The Fund will only pay you for overtime that has been authorised in writing by the Business Manager or your nominated Manager before you have worked it.

### **8.6 CALCULATING OVERTIME**

Overtime is calculated on a weekly basis based on your ordinary pay.

The Fund will not count your meal breaks when adding up hours of overtime. The Fund will pay overtime in 15 minute units calculated to the nearest 15 minute unit.

This clause shall not prevent flexible working arrangements being reached in accordance with clause 5.4 or clause 28, and/or the taking of time off in lieu of overtime in accordance with clause 8.6.

## **8.7 YOU CAN TAKE TIME OFF INSTEAD OF BEING PAID**

If you ask the Fund and the Fund agrees, you can take time off instead of being paid for some or all of your overtime as set out below:

- 1 hour of overtime worked equates to 1 hour of time in lieu taken.
- Work completed in overtime must be able to be substantiated and the overtime must have been authorised in writing by the Business Manager or your nominated manager before you have worked it.
- No more than 7.5 hours' time off in lieu may be accumulated at any one time, unless with the express permission of your manager.
- Time in lieu must be taken at a time mutually convenient to the Fund and you.
- You may, with the prior agreement of your manager take time in lieu in advance of working the overtime. This is available up to a maximum of 4 hours at any one time.

## **8.8 ORDINARY PAY AND TRAVEL EXPENSES WHEN TRAINING**

If you are on a training course, the Fund will pay you your ordinary pay (less any loadings that may otherwise apply under clause 5.5(c)) for ordinary hours worked during training. Time spent travelling to and from training outside ordinary hours will be paid in accordance with clause 15 - travel expenses.

## **8.9 YOU CAN AGREE TO DIFFERENT OVERTIME CONDITIONS**

You and the Fund can agree at any time to overtime arrangements different from those in this clause 8.6, including compensation on an annual basis, in accordance with clause 28.

## **8.10 TRANSPORT ARRANGEMENTS**

If you finish work having been working overtime and the usual means of transport is not available, the Fund will arrange transport for you, pay for your transport home or pay you your ordinary wage until you reach home.

## **8.11 MEAL BREAKS**

The Fund will give you an unpaid meal break of 45 minutes at a time directed by the Fund or after you have worked continuously for 5 hours. You and the Fund may agree to change the duration of the meal break but the break will not be less than 30 minutes and no longer

than 60 minutes. The Fund decides when you take your meal break. If there is an emergency, the Fund can require you to work on without a meal break but it will then let you take a meal break at a different time agreed by you and the Fund.

# **9 PART TIME EMPLOYMENT**

## **9.1 THE FUND CAN EMPLOY YOU ON A PART TIME BASIS**

This clause 9, subject only to subclause 5.5 of this agreement, will override other clauses of this agreement where those clauses are inconsistent with this clause.

## **9.2 YOUR ENTITLEMENTS ARE ON A PRO-RATA BASIS**

As a part time employee you are entitled to all the pay and benefits under this agreement to which a full time employee is entitled. Your entitlement to these benefits is on a pro-rata basis (based on a proportion of a 37.5 hour week) calculated on your ordinary pay. All the provisions of this agreement apply to you as modified in this clause 9.

## **9.3 THE ORDINARY HOURS YOU WORK**

You can work up to 37.5 ordinary hours in a week. The Fund does not count any time you have off on meal breaks when adding up the hours you work.

## **9.4 The minimum number of hours you can work per week is 15 hours. The actual hours and days you work will be determined by business needs.**

## **9.5 You will be contracted for a fixed number and pattern of hours. The Fund will consult you and give you 4 weeks' notice in writing of any changes in your regular number or pattern of hours or days of work.**

## **9.6 Part time employees that are requested to work any reasonable additional hours without 2 weeks' notice will receive a loading of 20% for all additional hours worked up to 37.5 hours.**

## **9.7 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.

## **9.8 WHAT HAPPENS WHEN YOU WORK OVERTIME?**

Unless you work on a rotating roster 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), the Fund will pay you for any overtime you work as follows:

- On a public holiday at the rate of double time and one-half with payment for a minimum of 4 hours work.
- On a Sunday that is not a public holiday at the rate of double time with payment for a minimum of 4 hours work.
- For any other hours which are classed as overtime under clause 5.1 at the rate of time and a half for the first 2 hours of overtime, and at the rate of double time after that, with no minimum payment.

**9.9** If you are 'called-in' to work outside the ordinary hours of work, you will be paid a minimum of 4 hours overtime. 'Called-in' shall mean you being asked to attend for work outside your planned roster, in excess of the ordinary hours, in circumstances where you are not already at work, and shall not include extension of your working hours on a day when you are already at work.

**9.10** Notwithstanding clause 5.1, if you agree to work extra hours on a Saturday you will be paid at the rates set in clause 9.7 or clause 9.8.

### **9.11 OVERTIME MUST BE AUTHORISED**

The Fund will only pay you for overtime that has been authorised in writing by the Business Manager or your nominated Manager before you have worked it.

### **9.12 CALCULATING OVERTIME**

Overtime is calculated on a weekly basis based on your ordinary pay.

The Fund will not count your meal breaks when adding up hours of overtime. The Fund will pay overtime in 15 minute units calculated to the nearest 15 minute unit.

This clause shall not prevent flexible working arrangements being reached in accordance with clause 5.4 or clause 28, and/or the taking of time off in lieu of overtime in accordance with clause 9.12.

### **9.13 YOU CAN TAKE TIME OFF INSTEAD OF BEING PAID**

If you ask the Fund and the Fund agrees, you can take time off instead of being paid for some or all of your overtime as set out below:

- 1 hour of overtime worked equates to 1 hour of time in lieu taken.
- Work completed in overtime must be able to be substantiated and the overtime must have been authorised in writing by the Business Manager or your nominated manager before you have worked it.
- No more than 7.5 hours' time off in lieu may be accumulated at any one time, unless with the express permission of your manager.
- Time in lieu must be taken at a time mutually convenient to the Fund and you.

- You may, with the prior agreement of your manager take time in lieu in advance of working the overtime. This is available up to a maximum of 4 hours at any one time up to a maximum of 4 hours at any one time.

### **9.14 ORDINARY PAY AND EXPENSES WHEN TRAINING**

If you are on a training course, the Fund pay you your ordinary pay (less any loadings that may otherwise apply under clause 5.5(c)) for ordinary hours worked during training. Time spent travelling to and from training outside ordinary hours will be paid in accordance with clause 15 - travel expenses.

### **9.15 YOU CAN AGREE TO DIFFERENT OVERTIME CONDITIONS**

You and the Fund can agree at any time to overtime arrangements different from those in this clause 9.12, including compensation on an annual basis, in accordance with clause 28.

### **9.16 TRANSPORT ARRANGEMENTS**

If you finish work having been working overtime and the usual means of transport is not available, the Fund will arrange transport for you, pay for your transport home or pay you your ordinary wage until you reach home.

### **9.17 MEAL BREAKS FOR PART-TIME EMPLOYEES**

The Fund will give you an unpaid meal break of 45 minutes at a time directed by the Fund or after you have worked continuously for 5 hours. You and the Fund may agree to change the duration of the meal break but the break will not be less than 30 minutes and no longer than 60 minutes. The Fund decides when you take your meal break.

If there is an emergency, the Fund can require you to work on without a meal break but it will then let you take a meal break at a different time agreed by you and the Fund.

**9.18** You and the Fund can agree that you will take your meal break at a time outside the limits set out in clause 9.16.

## **10 CASUAL EMPLOYMENT**

### **10.1 THE FUND CAN EMPLOY YOU ON A CASUAL BASIS**

This clause will apply if you are employed as a casual employee and will override other clauses of this agreement where those clauses are inconsistent with this clause. The exception to this is for casual employees working in the Direct Unit, in respect of whom this clause should be read in conjunction with clause 5.5 and for whom the overtime provisions in clause 5.5 override the overtime provisions in this clause.

## 10.2 YOUR CONTRACT OF EMPLOYMENT

As a casual employee you will be employed by the hour, but your minimum employment on any 1 day will be 3 hours. You will be paid fortnightly however the Fund may agree for payment to be made at some other interval.

## 10.3 YOUR ENTITLEMENT TO PAY

You are entitled to be paid at an hourly rate equal to the appropriate weekly rate divided by 37.5 plus a 25% loading.

**10.4** The loaded hourly rate will be used in calculating pay for any overtime work.

## 10.5 THERE IS NO ENTITLEMENT TO VARIOUS OTHER BENEFITS

The benefits contained in the following clauses do not apply to you:

- (a) Clause 18 – Annual leave
- (b) Clause 19 – Paid compassionate leave
- (c) Clause 20 – Paid personal/carer's leave
- (d) Clause 21 – Family Violence leave
- (e) Clause 22 – Public holidays
- (f) Clause 26 – Redundancy.

## 10.6 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.

## 10.7 WHAT HAPPENS WHEN YOU WORK OVERTIME?

If you work more than 37.5 hours in a week or outside the spread of hours in clause 5.1 or on a Public Holiday, you will be paid overtime based on the rates in clause 10.8.

## 10.8 WHAT WILL YOU GET PAID FOR OVERTIME?

Unless you work on a rotating roster 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), the Fund will pay you for any overtime you work as follows:

- (a) On a public holiday at the rate of double time and one-half with payment for a minimum of 4 hours work.
- (b) On a Sunday that is not a public holiday at the rate of double time with payment for a minimum of 4 hours work.

(c) For any other hours which are classed as over- time under clause 5.1 at the rate of time and a half for the first 2 hours of overtime, and at the rate of double time after that, with no minimum payment.

## 10.9 OVERTIME MUST BE AUTHORISED

The Fund will only pay you for overtime that has been authorised in writing by the Business Manager or your nominated Manager before you have worked it.

## 10.10 CALCULATING OVERTIME

Overtime is calculated on a weekly basis based on your ordinary pay.

The Fund will not count your meal breaks when adding up hours of overtime. The Fund will pay overtime in 15 minute units calculated to the nearest 15 minute unit.

This clause shall not prevent flexible working arrangements being reached in accordance with clause 5.4 or clause 28.



## SECTION 3 - REMUNERATION

### 11 YOUR WAGE

**11.1** The salary structure and salaries under this agreement are set out in Schedule A.

(a) On the making of this agreement (meaning that a majority of employees voting for the approval of the agreement vote in favour), salary rates will increase to those set out in column C in Schedule A, entitled "Salary on the making of this agreement". This represents a 2.5% increase to the salary rates that apply prior to this agreement being made.

If the agreement is 'made' upon the initial vote (and no further vote is required), the Fund will make a payment to you as back payment for the period between 1 July 2018 and the date on which the agreement is made. 'Back payment' is the difference between your salary as at 30 June 2018 and the new rates applying in column C of Schedule A. Such payment will be made to you in the next available payroll run. However, if for any reason the agreement is not voted up on that initial vote and a subsequent vote is required, any pay increases will take effect from the date the agreement is made but no back pay will be paid.

(b) As at the first full pay period following 1 July 2019, salary rates will increase to those set out in column D of Schedule A, entitled, "Salary from 1 July 2019". This represents a 2.5 % increase to the salary rates in column C.

(c) As at the first full pay period following 1 July 2020, salary rates will increase by no less than 2.5%. The minimum rates that will apply from 1 July 2020 are set out in column E of Schedule A.

(d) On the making of this agreement and until its nominal expiry date, if an employee's salary is at any time, more than the salary set out for their relevant grade and step in Schedule A, then that employee will be entitled to receive an allowance of \$1650 per annum (less appropriate taxes). This will be paid in equal fortnightly instalments.

(e) Any employee who receives 2 consecutive appraisals, rating their performance below that required for their step within their grade, will not receive the relevant increase referred to in any of subclauses (a) to (c) above or the amount in (d) above, until such time as the employee receives a performance appraisal that is at least commensurate with their step within the relevant grade. In the case of dispute regarding the performance rating, the matter will be dealt with under clause 26 (Grievance Procedure). Further, the Fund undertakes that in the case where an employee does not receive an increase referred to in any of subclauses (a) to (c) above or the amount in (d) above, the Fund will conduct an audit to ensure that the employee

remains better off overall under this agreement, taking into account both monetary and non-monetary benefits provided for by this agreement.

### 11.2 THIS AGREEMENT CANNOT REDUCE YOUR ORDINARY PAY

No employee will suffer a reduction in his or her ordinary pay as a result of this agreement.

### 11.3 REQUEST FOR SALARY SACRIFICE

An employee may request to sacrifice a proportion of their future salary which would otherwise be payable under this agreement, in the form of available non-wage benefits. The request must be agreed in writing by the Fund, and is subject to the terms set out in any applicable Fund policy that may exist from time to time. Non-wage benefits provided to employees will be cost-neutral to the Fund.

### 12 HOW YOUR WAGES WILL BE PAID

The Fund will pay your wages by direct deposit into your nominated bank or credit union account.

### 13 MEAL ALLOWANCE

You will be entitled to a meal allowance of \$16.72 or be provided with a suitable meal when any of the following apply:

- On a weekday, you have worked at least one hour of overtime. A further meal allowance of
- \$13.74 will be paid for every 5 continuous hours of overtime you are required to work on that weekday, or
- On a Saturday, you work a minimum of 5 hours of overtime, or
- On a Sunday you work any overtime.

### 14 THE FUND WILL PAY YOU VEHICLE EXPENSES

If the Fund requires you to use your vehicle to perform your duties, it will pay you in accordance with the relevant rate set out in the Banking, Finance and Insurance Industry Award (or for those of you employed as Sales Representatives, under the Commercial Sales Award), which is currently 78 cents per kilometre, or in accordance with the Australian Taxation Office guidelines, whichever amount is greater. Petrol will be incurred at your own expense.

## 15 TRAVEL EXPENSES

- 15.1** The Fund will pay any reasonable travel expenses if you are asked to travel away from your usual place of work.
- 15.2** 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.
- 15.3** Travel expenses must be approved in writing by the Business Manager or your nominated Manager.

## 16 HIGHER DUTIES ALLOWANCE

- 16.1** The Fund will pay you a higher duties allowance if you are requested to temporarily perform duties which fall within a higher step or grade than your usual classification. You will be paid at the rate of pay for the higher duties for the actual hours you worked in the higher step or grade.
- 16.2** Calculation and payment of higher duties allowance:
- (a) Periods of 4 days or more in a row**
- All periods of 4 days or more in a row should be claimed at the end of each period. Where possible, the claim will be paid in the next pay period.
- (b) Periods of less than 4 days in a row**
- All periods of less than 4 days in a row will be paid to you, however, you can only claim payment for those days when you have accumulated 4 days or more. Payment for less than 4 days is at the discretion of your Manager. However, if your employment is terminated by the Fund or you resign, you will be paid for higher duties performed of less than 4 days on the termination of your employment.
- (c) Allowances must be authorised**
- Higher duty work and allowances must be authorised in writing by the Business Manager or the nominated Manager.

## 17 FIRST AID ALLOWANCE

- 17.1** If the Fund has appointed you to perform first aid duty you will get an allowance of \$15.41 per week.
- 17.2** You must have been trained to give First Aid and hold a current First Aid qualification that is recognised by the Fund.

## SECTION 4 - LEAVE ENTITLEMENTS

### 18 ANNUAL LEAVE

#### 18.1 YOUR ENTITLEMENT TO ANNUAL LEAVE

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

#### 18.2 WHEN YOU MUST TAKE YOUR LEAVE

Leave must be requested in advance, authorised by your Manager, and taken in accordance with the Act.

**18.3** There may be circumstances in which employees have not taken leave for some time. In order to manage that to ensure its employees have time away from work, and/or to manage the business operationally, the Fund can, in certain circumstances and in accordance with the Act, reasonably direct you to take annual leave accrued, for example, when:

- you have excess annual leave accrued; and/or
- the Fund temporarily closes your place of work, (e.g. a shutdown over the festive period).

Where you do not have sufficient accrued annual leave for any closure or shutdown, you may be required to take unpaid leave or leave in advance.

#### 18.4 ANNUAL LEAVE IN ADVANCE

By agreement between the Fund and you, a period of annual leave may be taken in advance of your entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the Fund may make a corresponding deduction from any money due to you on termination.

#### 18.5 WHAT THE FUND WILL PAY YOU WHEN YOU TAKE ANNUAL LEAVE

When you take your annual leave, the Fund will pay you for ordinary hours you would have worked if you had not been on leave.

#### 18.6 LOADING ON ANNUAL LEAVE

If you are an 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.

**18.7** 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.

#### 18.8 CASHING OUT PART OF YOUR ANNUAL LEAVE

The Fund may agree to allow you to cash out annual leave in accordance with the Act. Employees must make a request in writing and the Fund must agree in writing. Each cashing out requires a separate written agreement

between you and the Fund and annual leave must not be cashed out if the cashing out would result in your remaining accrued entitlement being less than 4 weeks.

**18.9** If the Fund agrees to allow you to cash out leave in accordance with clause 18.8:

- (a) You will be paid at your ordinary rate of pay for the period of the leave forgone;
- (b) Your leave accrual will be reduced by the amount of the leave forgone; and
- (c) If you are otherwise entitled to annual leave loading it will be paid on any annual leave cashed out.

### 19 COMPASSIONATE LEAVE AND COMMUNITY SERVICE LEAVE

**19.1** You will be entitled to up to 2 days leave without the loss of pay on occasion of a death of a member of your immediate family (as described in clause 20.2) or a member of your household, or to spend time with such a person who has a personal illness or injury that poses a serious threat to life.

Casual employees are entitled to unpaid compassionate leave on each such occasion.

On each occasion of compassionate leave the Fund may require you to provide satisfactory evidence.

**19.2** If travel interstate or outside Australia is necessary to attend the funeral of a member of your immediate family (as referred to in clause 20.2), up to an additional 2 days' paid leave will be available subject to the approval of your Manager, taking into account the travelling time needed.

**19.3** In exceptional circumstances, with the Chief Officer's approval, a maximum of 5 days paid compassionate leave may be given.

**19.4** You may be entitled to unpaid Community Service Leave in accordance with the Act.

### 20 PERSONAL/CARER'S LEAVE

**20.1** You are entitled to 10 days personal/carer's leave per year of employment to be used if you are ill or injured or to care for a member of your household or immediate family who requires care or support because of:

- (a) A personal illness, or injury, of the family member; or
- (b) An unexpected emergency affecting the member.

**20.2** 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.

**20.3** For the purposes of clause 20, spouse includes former spouse, de facto spouse, former de facto 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.

**20.4** Each year your unused personal/carer's leave accumulates. Leave is calculated in accordance with the Act.

**20.5** In the event that you cannot access paid carer's leave you can take up to 2 days unpaid carer's leave on each occasion where a member of your immediate family or household requires care due to an illness, injury or unexpected emergency.

### **20.6 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).

### **20.7 YOU MUST PROVIDE EVIDENCE TO ACCESS YOUR PERSONAL LEAVE**

To access your personal/carer's leave, the Fund may require you to give the following evidence of the reason for your absence:

- (a) A medical certificate from a registered medical practitioner; or
- (b) A statutory declaration sworn by you.

### **20.8 PUBLIC HOLIDAYS DURING PERSONAL LEAVE**

If a public holiday occurs while you are on personal leave then the Fund will not count that day as personal/carer's leave.

### **20.9 PERSONAL/CARER'S LEAVE ON TERMINATION**

Personal/carer's leave is not payable on termination of your employment for any reason.

## **21 FAMILY VIOLENCE LEAVE**

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.

## **22 PUBLIC HOLIDAYS**

### **22.1 YOUR ENTITLEMENTS TO PUBLIC HOLIDAYS**

Unless required to work overtime, you are entitled to leave without loss of pay on a public holiday.

The following days, or any days substituted in a state by a law of that state, or otherwise proclaimed or gazetted as public holidays in that state, are observed as public holidays:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday (in NSW only), Easter Monday, Christmas Day and Boxing Day; and
- (b) The following days, as prescribed in the state and relevant localities: Australia Day, Anzac Day, Queen's Birthday and Labour Day.

### **22.2 ABSENCES AROUND A PUBLIC HOLIDAY**

If you are absent from work (whether by reason of illness, injury or otherwise) on the working day before or after a public holiday, notwithstanding the terms of HCF's Personal Leave Policy and regardless of your accrued entitlements you will not be entitled to payment for the day of absence without substantiating evidence, such as a medical certificate, unless you have the Fund's prior consent for the absence.

## **23 FAMILY AND FRIENDS DAY**

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.

## **24 LONG SERVICE LEAVE**

The Fund will allow you to take paid Long Service Leave in accordance with applicable long service legislation in your state.

# SECTION 5 - RESIGNATION, TERMINATION AND REDUNDANCY

## 25 TERMINATION OF EMPLOYMENT

**25.1** If the Fund terminates your employment, the following notice must be given:

| PERIOD OF CONTINUOUS SERVICE WITH US         | NOTICE PERIOD |
|--|---------------|
| Not more than 3 years                        | 2 weeks       |
| More than 3 years, but not more than 5 years | 3 weeks       |
| More than 5 years                            | 4 weeks       |

**25.6** If the Fund terminates your employment and you are over 45 and have been employed by the Fund for at least 2 years continuously the Fund will provide you with a further weeks' notice.

**25.6** If the Fund terminates your employment the Fund may elect to provide you with payment instead of all or part of your notice period.

**25.6** The Fund may terminate your employment immediately for serious misconduct without any obligation to provide notice or pay you compensation.

**25.6** If you decide to leave the Fund's employment, then you must give to the Fund 2 weeks' notice to terminate your employment. If you do not give the Fund the proper notice the Fund can, to the extent permitted by law, deduct from any money it owes you up to the amount which equals the amount you would have earned if you had worked your ordinary hours for the period of notice you should have given.

### 25.6 REFERENCE OR STATEMENT OF SERVICE

If you are leaving and you ask for a statement of service, the Fund will provide one. The Fund is under no obligation to provide you with a reference.

## 26 REDUNDANCY

If your position becomes redundant then the Fund will apply the provisions set out in Schedule B.

## SECTION 6 - GRIEVANCE PROCEDURE

### 27 GRIEVANCE PROCEDURE

#### HOW YOU AND THE FUND WILL RESOLVE GRIEVANCES

**27.1** The procedure in this clause shall be followed to resolve grievances about matters arising under this agreement or the national employment standards.

#### 27.2 REPRESENTATION

At any stage of this process you may be accompanied, advised and/or assisted by a representative

#### 27.3 NOTIFICATION

At first instance, the parties must try and resolve the matter at workplace level.

You must notify, in writing or otherwise, the substance of the grievance and attempt to resolve it with your immediate manager, as appropriate. Your manager will consider and respond as soon as practicable.

If the grievance is of a nature that you cannot notify your immediate manager because it is not appropriate, you may notify the next reporting level up.

For particularly difficult or sensitive grievances, where referral up to the next level is neither the appropriate nor the preferred avenue, you may refer the matter, in writing, direct to the Chief Human Resources Officer.

#### 27.4 INVESTIGATION/REPORTING

The grievance is investigated. Relevant material and information are sought, including information from other sources where appropriate.

#### 27.5 SOLUTION AVAILABLE

A proposed solution is provided to you.

If acceptable, it is implemented. If the solution affects other staff, it must be notified to them in advance.

#### 27.6 SOLUTION NOT IMMEDIATELY AVAILABLE

You and your manager are to confer with a more senior manager (up to business unit Chief Officer).

#### 27.7 IF THE MATTER IS NOT RESOLVED

If the matter is not resolved, you may refer the matter for the consideration of and resolution by the Chief Human Resources Officer. This may involve a meeting with you, your manager (if appropriate) and the Chief Human Resources Officer, if in the Fund's reasonable opinion such a meeting would assist a resolution.

#### 27.8 IF THE MATTER IS STILL NOT RESOLVED

Either you or the Fund can go to the Fair Work Commission or if agreed, to another third party for conciliation.

**27.9** Each of the above steps should be completed as soon as practicable.

#### 27.10 WORK MUST CONTINUE

While the Fund and you are trying to resolve the grievance using the procedures in this clause you must continue to perform your work as you would normally, before the grievance arose unless you or the Fund have a reasonable concern about an imminent risk to your health or safety or the health and safety of anyone else. The fact that work continues will not prejudice you or the Fund.

## SECTION 7 - OTHER MATTERS

### 28 FLEXIBLE ARRANGEMENT

- 28.1** The Fund may agree to make an individual flexibility arrangement with you to vary the effect of the following terms of the Agreement:
- (a) Clause 1 - Ordinary hours of work;
  - (b) Clause 6 - Overtime;
  - (c) Clause 16 - Higher duties allowance;
  - (d) Clause 17 - First aid allowance; and
  - (e) Clause 18.6 and 18.7 - Leave loading.
- 28.2** An individual flexibility agreement may be made in the following circumstances:
- (a) If the arrangement meets the genuine needs of the Fund and you in relation to one or more of the matters mentioned in clause 28.1; and
  - (b) The arrangement is genuinely agreed to by the Fund and You.
- 28.3** The Fund will ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under section 172 of the Act; and
  - (b) Are not unlawful terms under section 194 of the Act; and
  - (c) Result in you being better off overall than you would otherwise have been if no arrangement was made.
- 28.4** The Fund will ensure that the individual flexibility arrangement:
- (a) Is in writing; and
  - (b) Includes both the Fund and your name; and
  - (c) Is signed by both the Fund and you, and if you are under 18 years of age, signed by your parent or guardian; and
  - (d) Includes details of:
  - (e) The terms of the Agreement that will be varied by the arrangement; and
  - (f) How the arrangement will vary the effect of the terms of the Agreement; and
  - (g) How you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; and
  - (h) States the day on which the arrangement commences.
- 28.5** The Fund will give you a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 28.6** Either you or the Fund can terminate the individual flexibility arrangement:
- (a) By giving 28 days written notice to the other party to the arrangement; or
  - (b) If you and the Fund agree in writing - at any time.

### 29 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 29.1** This term applies if the Fund:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to the Fund's enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change**
- 29.2** For a major change referred to in clause 29.1(a):
- (a) the Fund must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses 29.3 to 29.9 apply.
- 29.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 29.4** If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the Fund of the identity of the representative; the Fund must recognise the representative.
- 29.5** As soon as practicable after making its decision, the Fund must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the Fund is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 29.6** However, the Fund is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 29.7** The Fund must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 29.8** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the Fund's enterprise,



the requirements set out in paragraph 29.2(a) and subclauses 29.3 and 29.5 are taken not to apply.

- 29.9** In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the Fund's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- 29.10** For a change referred to in clause 29.1(b):
- (a) the Fund must notify the relevant employees of the proposed change; and
  - (b) subclauses 29.11 to 29.15 apply.

**29.11** The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 29.12** If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the Fund of the identity of the representative; the Fund must recognise the representative.

- 29.13** As soon as practicable after proposing to introduce the change, the Fund must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion — provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Fund reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the Fund reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**29.14** However, the Fund is not required to disclose confidential or commercially sensitive information to the relevant employees.

**29.15** The Fund must give prompt and genuine consideration to matters raised about the change by the relevant employees.

**29.16** In this clause:  
relevant employees means the employees who may be affected by a change referred to in clause 29.1.

## **30 UNION MEMBERSHIP**

The Fund will treat union and non union employees equally. You will not receive any employment advantage or disadvantage because of your membership or non-membership of a union.

## **31 SMOKE FREE ENVIRONMENT**

Your workplace is a smoke free environment so the Fund has the authority to enforce its obligations to protect both you and customers from the health and safety hazards associated with smoking.

## **32 TRAINING AND DEVELOPMENT**

Training and development provides a career path for you and meets the specific skills and knowledge requirements of the Fund.

The Fund is committed to providing training and development for its entire staff and provides maximum access for staff to a range of development opportunities:

- In-house training (on and off the job)
- External training (paid by the Fund)
- Job rotations and/or transfers
- Higher duties
- Study assistance for external courses undertaken.

You are expected to update and broaden your skills, both in your current position and in preparation for future opportunities and job demands.

## **33 EQUAL EMPLOYMENT OPPORTUNITY**

The Fund is firmly committed to a policy of Equal Employment Opportunity (EEO). In keeping with this policy, the Fund has developed an EEO programme which contains positive steps to identify and eliminate discriminatory practices and introduce measures that will allow all people and in particular people in disadvantaged groups who made be disadvantaged, equality of employment opportunity.

## **34 AWARD AND AGREEMENT REPLACEMENT**

This agreement replaces any awards and previous enterprise agreements in their entirety that may have otherwise applied to your employment, including but not limited to the Banking, Finance and Insurance Industry Award 2010 and the Commercial Sales Award 2010.

# SCHEDULE A - HCF SALARY STRUCTURE AND SALARIES

## HCF SALARY SCALE (EXCLUDING SALES REPRESENTATIVES)

| A       | B    | C   | D                       | E                       |
|---------|------|---|-------------------------|-------------------------|
| GRADE   | STEP | \$ SALARY ON THE MAKING OF THIS AGREEMENT | SALARY FROM 1 JULY 2019 | SALARY FROM 1 JULY 2020 |
| Grade 2 | 1    | \$49,638                                  | \$50,879                | \$52,151                |
|         | 2    | \$51,268                                  | \$52,550                | \$53,864                |
|         | 3    | \$53,303                                  | \$54,635                | \$56,000                |
| Grade 3 | 1    | \$51,912                                  | \$53,210                | \$54,540                |
|         | 2    | \$53,348                                  | \$54,682                | \$56,049                |
|         | 3    | \$55,664                                  | \$57,056                | \$58,482                |
| Grade 4 | 1    | \$57,240                                  | \$58,671                | \$60,138                |
|         | 2    | \$58,276                                  | \$59,733                | \$61,226                |
|         | 3    | \$60,407                                  | \$61,917                | \$63,465                |

## HCF SALES REPRESENTATIVES SALARY SCALE

| A       | C   | D                       | E                       |
|---------|---|-------------------------|-------------------------|
|         | \$ SALARY ON THE MAKING OF THIS AGREEMENT | SALARY FROM 1 JULY 2019 | SALARY FROM 1 JULY 2020 |
| Grade 1 | \$58,992                                  | \$60,467                | \$61,979                |
| Grade 2 | \$63,202                                  | \$64,782                | \$66,401                |
| Grade 3 | \$67,418                                  | \$69,103                | \$70,830                |

**Note:**

- Annual rates are expressed in base figures, i.e. do not include company superannuation or other benefits.
- Figures shown in columns E, 'Salary from July 2020' represent the minimum increase from this date as per clause 11.1(c).

# SCHEDULE B - REDUNDANCY

## THE FUND WILL CONSULT WITH YOU AND PROVIDE YOU WITH INFORMATION ABOUT REDUNDANCIES.

If the Fund has made a definite decision based on its operational requirements that is likely to lead to the role you undertake being made redundant and/ or it terminating your employment then the Fund will consult with you in accordance with the terms in clause 29.

## THE FUND WILL GIVE YOU TIME OFF DURING THE NOTICE PERIOD

If the Fund gives you notice that it is going to terminate your employment then it will give full- time employees up to one paid day off during each week of notice that you are required to work (not including any period of notice that is paid to you in lieu) so that you can look for other employment.

## THIS ENTITLEMENT WILL BE PRO-RATED FOR PART-TIME EMPLOYEES.

If the Fund allows you more than one day off (or the pro-rated equivalent for part-time employees) during the notice period so that you can look for other employment you must, if the Fund asks you to, give it satisfactory evidence that you used this time to seek alternative employment. If you do not give the Fund this proof then it will not pay you for the time you are absent from work. If you have to provide proof you can do so by giving a statutory declaration to the Fund.

## THE FUND WILL PAY YOU SEVERANCE PAY

If the Fund terminates your employment due to redundancy, the Fund will provide you with the following severance entitlements:

| REDUNDANCY PAY                          |  |  | NOTICE                |                      |
|---|--|--|-----------------------|----------------------|
| LENGTH OF EMPLOYMENT                    | UNDER 45 YEARS OF AGE                      | OVER 45 YEARS OF AGE                       | UNDER 45 YEARS OF AGE | OVER 45 YEARS OF AGE |
| Less than 2 years                       | 4 weeks                                    | 6 weeks                                    | 3 weeks               | 4 weeks              |
| More than 2 years but less than 3 years | 7 weeks                                    | 10 weeks                                   | 3 weeks               | 4 weeks              |
| More than 3 years but less than 4 years | 10 weeks                                   | 15 weeks                                   | 3 weeks               | 4 weeks              |
| 4 years or more                         | 3 weeks for each completed year of service | 5 weeks for each completed year of service | 4 weeks               | 5 weeks              |

The maximum entitlement is 40 weeks (for notice and redundancy pay combined).

The Fund will calculate your pay on your actual ordinary wage (less any loadings).

If the Fund terminates your employment in these circumstances you can end your employment during your service of notice and if you do so you will still be entitled to the same severance pay as you would have been entitled to if you had worked out the period of notice. However, you will not be entitled to payment for the period of notice that you do not work out.

The Fund will provide you with a Certificate of Service and an Employment Separation Certificate within 7 days of your termination.

## THE FUND CAN FIND YOU AN ALTERNATIVE ROLE

If the Fund finds you a role that you accept and your employment with HCF does not terminate then the Fund does not have to pay you any severance pay.

# SIGNATURE SECTION

Signed for The Hospitals Contribution Fund of Australia Ltd:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Address)

Signed for the staff of the HCF:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Address)

Signed for The Hospitals Contribution Fund of Australia Ltd:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Address)

In the presence of:

\_\_\_\_\_  
(Signature)

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(Date)

\_\_\_\_\_  
(Name)

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(Position)

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In the presence of:

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