

HCF DENTAL CENTRES ENTERPRISE AGREEMENT 2024

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SECTION 1

ABOUT THIS AGREEMENT

1 Who is bound by this agreement?

1.1 Who is covered?

This agreement binds the Hospitals Contribution Fund of Australia Ltd (ABN 68 000 026 746) and employees that work for The Hospitals Contribution Fund of Australia Ltd in the Dental Centre Network as a Trainee Dental Assistant, Dental Assistant, Receptionist and Administration Assistant.

For the purpose of clarity, this agreement will not apply to employees primarily engaged in any 'Manager' role function.

1.2 Definitions

In this agreement:

- 'You' means any employee of the Fund described in clause 1, covered by this agreement;
- 'The Act' refers to the Fair Work Act 2009 (Cth) as amended;
- 'The Fund' means the Hospitals Contribution Fund of Australia Ltd (ABN 68 000 026 746);
- 'Week' means Monday to Sunday inclusive;
- 'NES' refers to the National Employment Standards; and
- 'Nominal expiry date' is 30 June 2027.

1.3 This agreement applies instead of any award

This agreement replaces in their entirety all awards, enterprise agreements, or any other state or federal industrial instrument that may have otherwise applied to your employment, including but not limited to the Health Professionals and Support Services Award 2020.

This agreement will be read and be interpreted in conjunction with the NES. If there is any inconsistency between this agreement and the NES, the more beneficial

provision to an employee prevails. Where this agreement includes terms that have the same effect as terms of the NES, or terms that are ancillary or supplementary to the NES, the agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified.

1.4 No extra claims

You and the Fund agree that, for the term of this agreement, no extra claims will be made by you or your representatives against the Fund regarding the terms and conditions of employment covered by this agreement.

2 When this agreement applies

This agreement applies on and from the date that it commences under the Act, being the 7th day after the agreement is approved by the Fair Work Commission (effective date).

3 How this agreement can be varied

3.1 This agreement can be varied in accordance with the Act.

3.2 How a clause 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.

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

4.2 If you are a casual employee

If you are a casual employee, the provisions of clause 8 will apply to your employment.

4.3 Your duties

The Fund may direct you to carry out any duties which are within the limits of your skill, competence and training, including the duties indicated in your grade and any peripheral duties.

SECTION 2

WORKING ARRANGEMENTS

5 The hours you work

5.1 What are your hours of work?

5.1.1 Your ordinary hours of work as a full time employee will be 38 hours per week (averaged over a 4 week period).

5.1.2 Full time employees will be required to work 7.6 ordinary hours a day. In addition, full time employees will be required to work 0.4 additional hours per day on Monday to Friday (totaling an additional two hours per week).

5.1.3 The parties agree that the additional hours required are reasonable, given:

- the additional hours will be paid at overtime rates as set out in clause 6;
- the nature of the Fund's operations and business requirements; and
- the notice you are given in this agreement of the requirement to work additional hours in your role.

5.1.4 The Fund will assess the reasonableness of the additional hours on a continuing basis and the Fund will consider any matters raised by you in determining whether the requirement to work the additional hours is reasonable, including:

- any risk to your health and safety;
- your personal circumstances, including your family responsibilities; and
- any other matter raised by you which should reasonably be taken into account in determining whether the additional hours are reasonable under the Act.

5.1.5 Part time employees' ordinary hours are as agreed pursuant to clause 7.

5.1.6 The rates of pay for working your ordinary hours are set out in Schedule B.

5.2 When do you work these hours?

These ordinary hours of work will be worked between 6.30am and 9.00pm Monday to Friday and between 8.00am and 4.30pm on

Saturday or Sunday. You are entitled to have 2 consecutive days off each week unless the Fund requires you to work overtime on either or both of those days.

5.3 Saturday and Sunday work

For all ordinary hours worked on a Saturday and Sunday you will be paid your ordinary hourly rate and an additional 50% loading.

5.4 Dental Centre Staff employed before 27 July 2001

Employees employed by the Fund before 27 July 2001 will not be requested to work on Saturdays.

5.5 You may agree to different ordinary hours

You may agree with the Fund in writing to work ordinary hours different from those above. This does not affect your entitlement to overtime under this Agreement.

6 The overtime you work

The Fund can require you to work reasonable overtime.

6.1 The Fund will pay you for any overtime you work as follows:

The additional two hours of agreed reasonable additional hours, as set out in clause 5.1.2 is paid at the rate of time and a half. This overtime is calculated on a daily basis. That is, on any day Monday to Friday inclusive, 7.6 hours is paid at ordinary time rates and 0.4 hours is paid at time and a half.

6.1.2 The Fund will pay you double time if you work:

- Before 6.30am or after 9.00pm on any of the days Monday through to Friday or before 8.00am or after 4.30pm on

- Saturday or Sunday; or
- More than 8 hours worked on any day between Monday to Friday inclusive; or
- More than 7.6 ordinary hours on Saturday and/or Sunday. For clarity, on a Saturday or Sunday, the first 7.6 hours will be paid with the 50% loading as specified in clause 5.3 and any hours worked in addition are paid at double time, but the loading specified in clause 5.3 will not be paid for any hours worked at a rate of double time; or
- More than 5 days in a working week.

For the avoidance of any doubt, only those hours worked in excess of or outside the specific times set out above will be paid at double time.

6.2 Overtime must be authorised

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

6.3 Calculating overtime

Your overtime is calculated on a daily basis on your base hourly rate. The Fund will not count your meal breaks when calculating hours of overtime. The Fund will pay overtime in 15 minute units calculated to the nearest 15 minute unit.

- 6.4** This clause will not prevent flexible working arrangements being agreed in accordance with clause 5 or clause 29 and/or the taking of time off in lieu of overtime in accordance with clause 6.5.

6.5 You can request to take time off instead of being paid overtime

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

- (a) Time in lieu is available to all employees who work overtime and may be taken instead of receiving payment for overtime.
- (b) 1 hour of overtime worked equates to 1 hour of time in lieu taken.

- (c) Overtime must be worked as required by the business needs, not as a method of 'building up time'.
- (d) Work completed in overtime must be able to be demonstrated.
- (e) No more than 8 hours' time in lieu may be accumulated as time in lieu at any one time.
- (f) Time in lieu must be taken at a time mutually convenient to you and the Fund and within a period of 6 months after the relevant period of overtime is worked.
- (g) Where time in lieu is not taken within six months of the overtime worked, the Fund will pay you for that overtime at the applicable rate of pay under this agreement. This payment will be made to you in the next pay cycle following the conclusion of the six month period in which time in lieu was available to you.
- (h) You may request at any time to be paid for overtime worked, and for which you have not taken time in lieu, at the applicable rate of pay under this agreement. This payment will be made to you in the pay period following this request.
- (i) If, on termination of your employment, any time in lieu has not been taken, the Fund will pay you for unused time in lieu at the applicable rate of pay under this agreement from when the relevant overtime was worked.
- (j) Any agreement in writing reached in respect of taking time off in lieu of overtime worked will set out:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the Fund and you agree that you may take time off instead of being paid for the overtime;
 - (iii) that, if you request at any time, the Fund must pay you, for overtime covered by the agreement reached, but not taken as time off, at the overtime rate applicable to the overtime when worked; and
 - (iv) that any payment mentioned in subparagraph (iii) must be

made in the next pay period following the request.

6.6 Transport arrangements

If you finish work after overtime and the usual means of transport is not available, the Fund will either arrange transport for you, pay for your transport home, or pay you your base hourly rate until you reach home. If you are under 18 years old, you will only be required to work after 9:00pm in exceptional circumstances and will be provided with transport home.

7 Part time employment

7.1 The Fund can employ you on a part time basis

If you are engaged to work hours which are less than 38 hours per week you will be regarded as a part time employee.

7.2 Your entitlements are on a pro-rata basis

You will be paid on a pro-rata basis calculated on your base salary pursuant to clause 12 and Schedule B of this agreement.

As a part time employee, you are entitled to all the benefits to which a full time employee is entitled. Your entitlement to these benefits is on a pro-rata basis calculated on your base salary pursuant to clause 12 and Schedule B of this agreement.

7.3 The ordinary hours you work

Any part time employee arrangement shall be consistent with the span of hours in clause 5.2. You will be advised in writing of the number of hours of work you are required to work each week, the days of the week you work and your start and finish times each day. The minimum number of days on which you will be required to work is 2 days with a minimum of 16 hours per week.

7.4 You may request to work different ordinary hours

If you are a part time employee, you may request in writing to work ordinary hours that are different from your current contracted arrangement.

7.5 What happens when you work overtime?

7.5.1 If, as a part time employee, the Fund requires you to work an eight (8) hour day then the parties agree that 0.4 hours of the day will be paid as overtime. The payment for such a day is as follows, 7.6 hours are at ordinary time and 0.4 hours are at time and a half.

7.5.2 The Fund will pay you at the rate of time and a half for all hours worked in addition to your contracted hours that are worked within the ordinary hours of work under clause 5.2.

7.5.3 The Fund will pay you at the rate of double time if you agree to work more than your contracted hours and those additional hours:

- are before 6.30am or after 9.00pm on any of the days Monday through Friday or before 8.00am or after 4.30pm Saturday or Sunday; or
- result in you working more 8 hours on any given day (only those hours in excess of 8 hours in one day will be paid at double time);
- result in you working more than 7.6 ordinary hours on Saturday and/or Sunday (7.6 hours will be paid at the time and a half as specified in clause 5.3 and any hours worked in addition to those are paid at double time); or
- more than 5 days in a working week.

8 Casual employment

8.1 The Fund can employ you on a casual basis

A casual employee is an employee who does not have a firm advance commitment to continuing and indefinite work with the Fund.

8.2 Your contract of employment

As a casual employee you will be employed

by the hour, but your minimum employment on any one day will be 3 hours. You will be paid fortnightly in arrears.

8.3 Your entitlement to pay

You are entitled to be paid at an hourly rate equal to the appropriate weekly rate divided by 38 plus a casual loading of 25%. The 25% casual loading compensates you for the benefits that do not apply to you as a casual employee, as described below in clause 8.5. The 25% loading will not be paid when working overtime on a Saturday or Sunday as set out below at clause 8.4.

8.4 Saturday work and Sunday work

If you work on a Saturday or Sunday, within the span of ordinary hours, you will be paid a loading of 75% for all time worked instead of the casual loading of 25%.

8.5 The benefits contained in the following clauses do not apply to you (unless otherwise specified):

- Clause 17 – Annual leave
- Clause 18 – Compassionate leave
- Clause 19 – Personal/carer's leave
- Clause 21 – Public holidays (unless you are required to work the public holiday in which case you will be paid the applicable public holiday rate)
- Clause 25 – Termination of employment
- Clause 26 – Redundancy

8.6 What happens when you work overtime?

The Fund will pay you at the rate of double time if you agree to work the following hours which constitute overtime for a casual employee:

- a) before 6.30am and after 9pm on any of the days Monday through Friday or before 8am and after 4.30pm on Saturday or Sunday; or
- b) More than 38 hours per week or
- c) More than 10 hours on any given day; or
- d) More than 5 days each week.

For the avoidance of any doubt, only those hours worked in excess of or outside the specific times set out above will be classed as overtime. All double time will be calculated on your loaded hourly rate.

8.7 Request to casual conversion

Casual conversion, being the conversion from casual employment to permanent full-time or part-time employment, is provided for in the NES.

9 Breaks

9.1 Meal breaks

The Fund will give you an unpaid meal break of 60 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 not longer than 60 minutes. 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. Meal breaks are not included in calculating the hours you work.

9.2 Tea breaks

You will be entitled to a paid 10 minute tea break in each 4 hours worked, at a time to be agreed with your Manager. Tea breaks count as time worked.

10 Minimum time off duty

10.1 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.

10.2 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 then you will be allowed 10 consecutive hours off duty, without loss of pay, for ordinary working time which falls during the time you are off duty.

SECTION 3

REMUNERATION

11 Classification and grading

All employees covered by this agreement will be classified on appointment in writing in accordance with the grading structure in Schedule A.

12 Your salary

12.1 The minimum base salaries for employees from the effective date of this agreement is set out in either Table 1 or in Table 2 of Schedule B.

12.2 Under this agreement, the base salary of all full-time and part-time employees (and the base hourly rate for casuals) is set out in Schedule B. The base salaries (and base hourly rates) will be increased by:

- 4% on commencement of the first full pay period on or after 1 July 2024
- 3% on commencement of the first full pay period on or after 1 July 2025; and
- 3% on commencement of the first full pay period on or after 1 July 2026.

Notwithstanding clause 12.1, the Fund will apply the minimum base salaries in Schedule B to all hours worked on and from 1 July 2024 by way of making back payments, payable in the first full pay period after the effective date.

12.4 An additional 0.8% of budgeted salaries for employees covered by this agreement will be allocated to a pool and will be distributed to reward employees for superior performance in line with the HCF Annual Performance and Development Cycle and as determined by the Fund.

12.5 Any employee who receives 2 consecutive appraisals which rate their performance below that required for their salary level will have their salary frozen until salary and performance are in alignment (save that

their rate of pay will not fall below award rates that would otherwise apply). In the case of a dispute regarding the performance rating of the employee, the matter will be referred to the next reporting level up for resolution.

12.6 This agreement cannot reduce your base salary/base hourly rate

You will not incur a reduction in your base salary/base hourly rate as a result of this agreement.

12.7 Request for salary sacrifice

An employee may request to receive a proportion of their salary which would otherwise be payable under this agreement, in the form of available non-salary benefits. The request must be agreed by the Fund. Non-salary benefits provided to employees will be cost-neutral to the Fund. A salary sacrifice agreement between an employee and the Fund must be in writing.

12.8 How your salary will be paid

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

13 Allowances

13.1 Meal allowance

After 1 hour of overtime beyond the end of your usual finishing time, the Fund will pay you \$15.20 for a meal. Where such overtime work exceeds 4 hours a further \$13.70 will be paid.

14 The Fund will pay your vehicle expenses

If the Fund requires you to use your vehicle to perform your duties, it will pay you at the rate set out by the ATO per kilometre that you

reasonably travel in the course of your employment. The cost of 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 employment.

15.2 If the time you spend travelling to another Dental Centre from your usual place of employment, is greater than that normally spent travelling between home and work, you will be paid for the additional time spent travelling at the rate of ordinary time.

15.3 Travel expenses must be approved in writing by your Manager.

16 Higher duties allowance

16.1 The Fund will pay you a higher duties allowance if you are requested, in advance and in writing, by your Manager to temporarily perform managerial duties. You will not be requested to perform higher duties for any period of less than 5 consecutive days.

16.2 Dental Assistants and Receptionists will be paid a higher duties allowance where they are required to temporarily perform managerial duties for a period of 5 consecutive days or more. Payment will be made to you, where possible, in the next pay period.

16.3 If you are required to temporarily perform managerial duties for a period of 4 days in a work week which includes a public holiday, you will be paid a higher duties allowance for 4 consecutive days.

16.4 The higher duties amount payable will be paid as a 10% loading of your base salary.

SECTION 4

LEAVE ENTITLEMENTS

17 Annual leave

17.1 Your entitlement to annual leave

You are entitled to 4 weeks' paid annual leave per year, accruing pro-rata through the year and cumulative from year to year.

17.2 Annual leave if you are a shift worker

In addition to the annual leave specified in clause 17.1, shift workers will be entitled to an additional week of annual leave per year.

A shift worker is an employee who is regularly rostered to work ordinary hours on Sundays and Public Holidays.

17.3 When you must take your leave

- (a) Leave must be requested in advance, authorised by your Manager, and taken in accordance with the Act.
- (b) You must take any excessive annual leave accrued by you, in accordance with the Act, if the Fund directs you to do so.
- (c) Where the Fund temporarily closes a Dental Centre, you may be directed to take paid annual leave during part or all of this period provided such direction is reasonable. Where you do not have sufficient accrued annual leave for this period, you and the Fund may agree in writing that you will take unpaid leave or annual leave in advance.

17.4 Loading on annual leave

- (a) For employees employed prior to the 3 October 2019, a loading of 17.5% will be paid on the leave you take.
- (b) For employees employed after the 3 October 2019, no leave loading will be paid.

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

17.6 Cashing out part of your annual leave

Employees may apply to have up to 2 weeks of their accrued annual leave cashed out in accordance with the Act.

18 Compassionate leave

18.1 All permanent employees will be entitled to 2 days of paid compassionate leave per occasion when:

- (a) a member of the employee's immediate family or a member of the employee's household (as described in clause 19.2):
 - contracts or develops a personal illness that poses a serious threat to their life; or
 - sustains a personal injury that poses a serious threat to their life; or
 - dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's intimate family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto spouse, has a miscarriage.

19 Personal/carer's leave

19.1 In accordance with the NES, full time employees are entitled to 10 days ordinary paid personal/carer's leave per year of employment (pro-rata for part time employees) to be used if you are ill or injured or if a member of your household or immediate family requires care or support because of:

- (a) a personal illness, or injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

In addition, employees (including casual employees) may be entitled to unpaid carer's leave. Your entitlement to unpaid carer's leave is in accordance with the NES.

19.2 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.

19.3 For the purposes of clause 19, 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.

19.4 If you are entitled to Workers Compensation, personal/carer's leave will be used to make up pay

After 26 weeks of Workers Compensation leave, you may opt for the Fund to pay the difference between the Workers Compensation payment and your base salary to the limit of your accrued personal/carer's leave. When the Fund pays the difference, your personal/carer's leave accrual will be reduced proportionately based on the payments already made to you.

19.5 Personal/carer's leave on termination

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

20 Parental Leave

Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time. As at the date of this agreement, under the Act, eligible employees are entitled to a maximum of 52 weeks' unpaid parental

leave following the birth or adoption of a child. Employees are also entitled to additional benefits outlined in the Fund's Parental Leave policy as amended from time to time.

21 Public holidays

21.1 Your entitlements to public holidays

Employees are entitled to the following public holidays or any days substituted in a State by a law of that State which are observed as public holidays:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) The following days, as prescribed in the State in which you work and relevant localities: Australia Day, Anzac Day, King's Birthday or Labour Day.
- (c) Other public holidays declared or prescribed by, or under, a law of a State or Territory.

21.2 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, 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.

21.3 You can agree with the Fund to substitute another day for a public holiday

If you and the Fund agree, another day may be substituted for any of the public holidays listed in this clause.

21.4 Payment on a public Holiday

If you work on a public holiday you will be paid at a rate of double time and a half of your base hourly rate. If you are not working on a public holiday which you would ordinarily be rostered to work, you will receive your base salary for the day.

22 Long service leave

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

23 Community service leave

You may be entitled to unpaid Community Service Leave in accordance with the NES.

24 Family and Domestic Violence leave

In accordance with the NES, employees are entitled to 10 days of paid family and domestic violence leave per year. If you have exhausted the 10 days of paid leave for the year, additional paid leave may be granted at the discretion of the Fund. Paid family and domestic violence leave 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 and domestic violence leave.

25 Payment for leave

25.1 You will:

- (a) accrue leave based on your ordinary hours of work;
- (b) if you are a full-time employee who works 38 hours plus two reasonable additional hours per week:
 - a. for leave that does accrue, accrue leave on these two additional hours;
 - b. for leave that does not accrue, be paid on the basis of an 8-hour working day;
- (c) be paid for all leave at your base salary, unless otherwise required by the applicable Long Service Leave legislation.

SECTION 5

RESIGNATION, TERMINATION AND REDUNDANCY

26 Termination of employment

26.1 If the Fund terminates your employment, the following written notice must be given:

Period of continuous service with us	Period of notice
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

26.2 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.

26.3 If the Fund terminates your employment the Fund may elect to provide you with payment in lieu of part or all of your notice.

26.4 The Fund may terminate your employment immediately and without notice for serious misconduct.

26.5 If you decide to leave the Fund's employment, then you must give to the Fund 2 weeks' written notice to terminate your employment.

26.6 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.

27 Redundancy

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

SECTION 6

GRIEVANCE PROCEDURE

28 Grievance procedure

28.1 How you and the Fund will resolve grievances

The procedure in this clause shall be followed to resolve disputes about matters arising under this agreement or the NES.

28.2 Representation

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

28.3 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. The Manager must 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 Officer, People and Culture.

Once notified of the dispute, the parties will attempt to resolve the dispute at the workplace level.

28.4 Investigation/Reporting

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

28.5 Solution Available

Once investigated, a proposed solution will be provided to you. If acceptable, it is implemented. If the solution affects other employees, it must be notified to and agreed with them in advance.

28.6 Solution not immediately available

If a solution is not immediately available, you and your Manager are to confer with a more senior Manager (up to Business Unit Chief Officer).

28.7 If the matter is not resolved

If the matter is not resolved at a lower workplace level, you may refer the matter for the consideration of and resolution by the Chief Officer, People and Culture. This may involve a meeting with you, your Manager (if appropriate) and the Chief Officer, People and Culture, if in the Fund's reasonable opinion such a meeting would assist a resolution of the dispute.

28.8 If the matter is still not resolved: Fair Work Commission

If the steps above are taken and do not resolve the dispute, then either party may refer the dispute to the Fair Work Commission for conciliation or mediation.

The Fair Work Commission may express an opinion or make a recommendation for the purposes of settling the dispute but any such opinion or recommendation is not binding on the parties.

28.9 Each of the above steps should be completed as soon as reasonably practicable.

28.10 Work must continue

While the parties are trying to resolve the grievance using the procedures in this clause, you must continue to work as directed and in the manner required by this agreement while

the grievance is being dealt with, unless you have a reasonable concern about an imminent risk to your health or safety.

While the parties are trying to resolve the grievance using the procedures in this clause, you must comply with a direction given by the Fund to perform other available work at the same workplace, or at another workplace unless:

- (a) the work is not safe; or
- (b) applicable work health and safety legislation would not permit the work to be performed; or
- (c) the work is not appropriate for the employee to perform; or
- (d) there are other reasonable grounds for the employee to refuse to comply with the direction.

SECTION 7

OTHER MATTERS

29 Flexible arrangement

29.1 The Fund may agree to make an individual flexibility arrangement with you to vary the effect of the terms of this agreement if the arrangement deals with one or more of the following matters:

- a) Clause 5 – Ordinary hours of work;
- b) Clause 6 – Overtime;
- c) Clause 13 - Allowances;
- d) Clause 16 – Higher duties allowance; and
- e) Clause 17 – Leave loading.

29.2 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 paragraph 29.1; and
- b) The arrangement is genuinely agreed to by the Fund and you.

29.3 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.

29.4 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) States the day on which the arrangement commences; and
- e) Includes details of:
 - a. The terms of the agreement that will be varied by the arrangement; and

- b. How the arrangement will vary the effect of the terms of the agreement; and
- c. How you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement.

The Fund will give you a copy of the individual flexibility arrangement within 14 days after it is agreed to.

29.5 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.

30 Consultation regarding major workplace change

30.1 In this clause:

- a) A major change is *likely to have a significant effect on employees* if it results in:
 - (i) the termination of the employment of employees;
 - (ii) major change to the composition, operation or size of the Fund's workforce or in the skills required of employees;
 - (iii) the elimination or reduction of job opportunities, promotional opportunities or job tenure;
 - (iv) the alteration of hours of work;
 - (v) the need for retraining;
 - (vi) the need for transfer or relocation of employees to other work or locations; and
 - (vii) the restructuring of jobs.

b) *Affected employee* means an employee who may be directly affected by the major change or a change to the regular roster or ordinary hours of work of employees. For example, where the Fund implements

new machinery that will substantially change the way you undertake your job.

This clause 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 its enterprise that is likely to have a significant effect on the employee, in which case subclauses 30.2 to 30.9 apply.
- b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees, in which case subclauses 30.10 to 30.15 apply.

30.2 Major Change

30.3 When a decision to introduce major change that is likely to have a significant effect on the employees is made, the Fund will notify the affected employees.

30.4 An affected employee(s) may choose to appoint a representative for the purposes of the procedures in this clause. The employee(s) must advise the Fund of the identity of any representative appointed and the Fund must recognise the representative once informed of their identity.

30.5 The Fund will consult with the representative on behalf of the affected employee if:

- a) A representative is appointed by an affected employee/s; and
- b) The Fund is advised of the identity of the representative.

30.6 As soon as practicable after making a decision, the Fund will:

- a) Discuss with the affected employees:
 - (i) the introduction of the major change; and
 - (ii) the effect the major change is likely to have on the affected employees; and
 - (iii) steps the Fund is taking to avert or mitigate any adverse effect of the major change on the affected employees; and

b) For the purposes of the discussion – provide, in writing, to the affected employees:

- (i) relevant information about the major change including the nature of the change proposed; and
- (ii) information about the expected effects of the major change on the affected employees; and
- (iii) any other matters likely to affect the affected employees.

30.7 In providing information to affected employees under this clause, the Fund is not required to disclose confidential or commercially sensitive information to the affected employees.

30.8 The Fund must give prompt and genuine consideration to matters raised about the major change by the affected employees.

30.9 If a term in the 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 sub-clauses 30.2, 30.4 and 30.6 are taken not to apply.

30.10 Change to regular roster or ordinary hours of work

For a change in the regular roster of ordinary hours of work of employees, the following subclauses apply.

30.11 Change to regular roster or ordinary hours of work

An affected employee(s) may choose to appoint a representative for the purposes of the procedures in this clause. The employee(s) must advise the Fund of the identity of any representative appointed and the Fund must recognise the representative once informed of their identity.

30.12 As soon as practicable after proposing to introduce the change to employees' regular roster or ordinary hours of work, the Fund will:

- a) discuss with the affected employees the introduction of the change; and

- b) for the purposes of the discussion— provide to the affected 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).

30.13 In providing information to affected employees under this clause, the Fund is not required to disclose confidential or commercially sensitive information to the affected employees.

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

31 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.

32 Quality and productivity

The Fund is committed to enhancing the quality of service offered to its members by meeting the expectations of our members through the process of continuously improving productivity, reducing costs and enhancing services, by best practice, measurable through our benchmarking systems.

To ensure meeting the objectives of this agreement the parties agree that the following form an integral part of the Fund's operations:

- The Fund and its employees will constantly seek improvements in safety,

methods of production, work organisation, quality and any other areas which will enhance the effectiveness of the Fund's operations;

- to continually enhance the quality of service to members;
- that employees as well as members benefit from the success of their efforts.
- The willingness of employees to avoid any action which might disrupt the continuity of productivity or reduce the effectiveness of the Fund.

33 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 all employees and provides maximum access to a range of development opportunities:

- a) In-house training (on and off the job)
- b) External training (paid by the Fund)
- c) Job rotations and/or transfers
- d) Higher duties
- e) 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.

34 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 program which contains positive steps to identify and eliminate discriminatory practices and introduces measures which will allow groups, who may be disadvantaged, equality of employment opportunity.

SCHEDULE A

HCF GRADING STRUCTURE

For the purpose of the Schedule A, 'Support Staff' means Dental Assistants, Receptionists and Administration Assistants.

GRADE	DENTAL ASSISTANT	RECEPTIONIST	ADMINISTRATION ASSISTANT
COMPETENCY DESCRIPTION			
1	<ul style="list-style-type: none"> Little or no experience and requires guidance to perform the tasks and competencies as outlined in the Dental Assistant Position Description 	<ul style="list-style-type: none"> Little or no experience and requires guidance to perform the tasks and competencies as outlined in the Receptionist Position Description 	<ul style="list-style-type: none"> Little or no experience and requires guidance to perform the tasks and competencies as outlined in the Receptionist Position Description
2	<ul style="list-style-type: none"> Demonstrates an understanding and working towards the ability to perform the tasks and competencies on a consistent basis as outlined in the Dental Assistant Position Description 	<ul style="list-style-type: none"> Demonstrates an understanding and working towards the ability to perform the tasks and competencies on a consistent basis as outlined in the Receptionist Position Description 	<ul style="list-style-type: none"> Demonstrates an understanding and working towards the ability to perform the tasks and competencies on a consistent basis as outlined in the Administration Assistant Position Description
3	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Dental Assistant Position Description Willingness to be cross-trained in all areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Dental Assistant Position Description Willingness to work across complex dental procedures 	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Receptionist Position Description Willingness to be across other areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Receptionist Position Description Knowledge of ancillary products and the ability to provide assistance to members with their benefits 	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Receptionist Position Description Willingness to be across other areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Administration Assistant Position Description Ability to identify process improvement opportunities for greater efficiency and member experience
4	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Dental Assistant Position Description Is cross-trained in all areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Dental Assistant Position Description 	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Receptionist Position Description Ability to perform other areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Receptionist Position Description when required 	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Administration Assistant Position Description Ability to perform other areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Administration Assistant

	<ul style="list-style-type: none"> and performs those tasks when required Demonstrates the ability to work across complex dental procedures 	<ul style="list-style-type: none"> Knowledge of ancillary products and the ability to identifying members needs and assist where required 	<ul style="list-style-type: none"> Position Description when required Actively pursue process improvement, suggestions and innovation ideas.
5	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Dental Assistant Position Description The ability to train others in all areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Dental Assistant Position Description when required The ability to train others to work across complex dental procedures when required Demonstrates leadership and actively seeks innovation 	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Receptionist Position Description The ability to train others in areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Receptionist Position Description when required Knowledge of ancillary products and the ability to anticipate member needs and provide guidance relating to their benefits working in collaboration with other departments in the Fund 	<ul style="list-style-type: none"> Consistently demonstrates the ability to perform the tasks and competencies as outlines in the Administration Assistant Position Description The ability to train others in areas of Support Staff responsibilities within the Dental Centre in addition to the tasks and responsibilities of the Administration Assistant Position Description when required Lead and implement process improvement and innovation

- a) Under this agreement your abilities will be reviewed and aligned to the appropriate grade as outlined in the descriptions provided*.
- b) As part of the performance review process, an employee’s performance against their Position Description, Performance Plan (KPI’s and Competencies) and the criteria contained in the classification table above will be used to assess a justification for grade progression.
- c) The process for annual grade progression process will be assessed in line with HCF’s annual Performance and Development Cycle.
- d) An employee can only move up 1 (one) grade per annual review period.
- e) Performance reviews will be conducted throughout the year, with formal reviews to be done annually in line with the HCF annual Performance and Development Cycle.

**Employees employed prior to the effective date of this agreement will remain on their current grade classification.*

SCHEDULE B

HCF SALARY STRUCTURE

Table 1

EMPLOYEE SALARY STRUCTURE (FOR EMPLOYEES EMPLOYED BEFORE 3 OCTOBER 2019)

Employees Employed Prior to 3rd October 2019						
GRADE	Base hourly rate from the first full pay period 1/7/2024 4%	Base salary for 38 hours from the first full pay period 1/7/2024 4%	Base hourly rate from the first full pay period 1/7/2025 3%	Base salary for 38 hours from the first full pay period 1/7/2025 3%	Base hourly rate from the first full pay period 1/7/2026 3%	Base salary for 38 hours from the first full pay period 1/7/2026 3%
1	\$28.41	\$56,138.16	\$29.27	\$57,837.52	\$30.14	\$59,556.64
2	\$30.12	\$59,517.12	\$31.02	\$61,295.52	\$31.95	\$63,133.20
3	\$31.82	\$62,876.32	\$32.78	\$64,773.28	\$33.76	\$66,709.76
4	\$33.54	\$66,275.04	\$34.55	\$68,270.80	\$35.58	\$70,306.08
5	\$35.25	\$69,654.00	\$36.30	\$71,728.80	\$37.39	\$73,882.64

- a) Applicable for employees employed prior to 3 October 2019
- b) Hourly rates are minimum rates payable for each grade
- c) Hourly rates may increase at the discretion of the Fund during the term of this agreement.
- d) The above base salary is based on a 38 hour week. Full time Employees receive payment for 2 reasonable additional hours each week paid at overtime rates, of a time and a half, as set out in clauses 6.1 or 7.5.1, as applicable.
- e) The Fund makes superannuation contributions on the basis of a 40 hour working week for Full time Employees (that being the total of a 38 plus 2 reasonable additional hours each week) at the applicable superannuation guarantee rate.

Table 2**EMPLOYEE SALARY STRUCTURE (FOR EMPLOYEES EMPLOYED ON OR AFTER 3 OCTOBER 2019)**

Employees Employed After the 3rd October 2019						
GRADE	Base hourly rate from the first full pay period 1/7/2024 4%	Base salary for 38 hours from the first full pay period 1/7/2024 4%	Base hourly rate from the first full pay period 1/7/2025 3%	Base salary for 38 hours from the first full pay period 1/7/2025 3%	Base hourly rate from the first full pay period 1/7/2026 3%	Base salary for 38 hours from the first full pay period 1/7/2026 3%
1	\$28.41	\$56,138.16	\$29.27	\$57,837.52	\$30.14	\$59,556.64
2	\$29.67	\$58,627.92	\$30.56	\$60,386.56	\$31.48	\$62,204.48
3	\$30.95	\$61,157.20	\$31.88	\$62,994.88	\$32.84	\$64,891.84
4	\$32.21	\$63,646.96	\$33.18	\$65,563.68	\$34.17	\$67,519.92
5	\$33.48	\$66,156.48	\$34.48	\$68,132.48	\$35.52	\$70,187.52

- a) Applicable for employees employed after 3 October 2019
- b) Hourly rates are minimum rates payable for each grade
- c) Hourly rates may increase at the discretion of the Fund during the term of this agreement
- d) The above base salary is based on a 38 hour week. Full time Employees receive payment for 2 reasonable additional hours each week paid at overtime rates, of a time and a half, as set out in clauses 6.1 or 7.5.1, as applicable.
- e) The Fund makes superannuation contributions on the basis of a 40 hour working week for Full time Employees (that being the total of a 38 plus 2 reasonable additional hours each week) at the applicable superannuation guarantee rate.

SCHEDULE C

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 30.

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.

Evidence to be provided

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:

Length of service	Redundancy Pay		Notice	
	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 base salary (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 redundancy 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 the Fund does not terminate then the Fund does not have to pay you any redundancy pay.

SIGNATURES

Signed for and on behalf of
**The Hospitals Contribution
Fund of Australia Ltd:**

Name

Title

Address

In the presence of:

Date: 4.7.24

Signed for and on behalf of
The staff of the HCF:

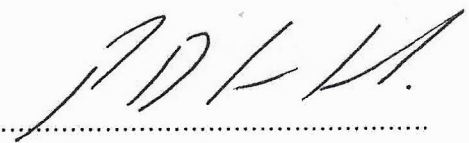
Name

Title

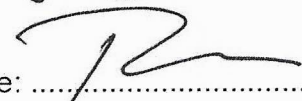
Address

In the presence of:

Date: 4/7/24

Signature: 

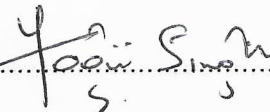
Peter Donald Sanddyford
GM HCF Dental and Eyecare
403 George Street
Sydney NSW 2000

Signature: 

Print Name: Pearl Backhouse

Address: 403 George Street

Sydney NSW 2000

Signature: 

YOGINI SINGH

DENTAL NURSE

LEVEL 8, 1 NEWLAND STREET

BONDI NSW 2222

Signature: 

Print Name: D.J. Cox

Address: Level 8, 1 Newland St,

Bondi Junction 2022