



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Medibank Health Solutions Pty Ltd
The Travel Doctor - TMVC Pty Ltd
Work Solutions Australia Pty Ltd
(AG2010/24443)

MEDIBANK HEALTH SOLUTIONS DIVISION ENTERPRISE AGREEMENT 2010-2012

Health and welfare services

COMMISSIONER GOOLEY

MELBOURNE, 31 MARCH 2011

Application for approval of the Medibank Health Solutions Division Enterprise Agreement 2010-2012.

[1] An application has been made for approval of an enterprise agreement known as the *Medibank Health Solutions Division Enterprise Agreement 2010-2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Medibank. The agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Nursing Federation, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Australian Salaried Medical Officers Federation, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Community & Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Queensland Nurses' Union of Employees, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[8] The Agreement was approved on 31 March 2011 and, in accordance with s.54, will operate from 7 April 2011. The nominal expiry date of the Agreement is 30 June 2012.



COMMISSIONER

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ANNEXURE A

Undertakings for Medibank Health Solutions (Medical & Allied Health Services Division) Enterprise Agreement 2010 - 2012

- 1. You have raised a concern regarding the long service leave entitlements applying to certain employees now covered by the HP Award. In respect of this issue, Medibank Health Solutions is prepared to make the following undertaking:

Any allied health professionals employed at the employer's Victorian facilities shall be entitled to Long Service Leave in accordance with the provisions of this agreement except in cases where there is an entitlement pursuant to the applicable award derived terms. The applicable award derived terms are set out in clause 37 of the Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004, as in force at 31 December 2009.

- 2. It was not the intent that clause 8.3.5 be inconsistent with the NES. Therefore, we provide the following undertaking.

In circumstances where clause 8.3 Retrenchment applies, the clause is not intended to reduce an employee's entitlement to redundancy pay under the National Employment Standards (NES) and the NES will prevail to the extent of any inconsistency.

- 3. The casual rate paid to employees working weekends has been raised. To ensure that casual employees working weekends receive rates of pay equivalent or in excess of the minimum casual award rates in the Nurses Award 2010, the following undertaking is made.

Notwithstanding the terms of clause 3.3 of the Agreement, Medibank undertakes that a casual employee who works a weekend shift will receive an amount that is at least equivalent to the minimum hourly rate of pay for the employee's salary classification set out at clause 5.1 of the Agreement plus the 20% casual loading and a fifty percent (50%) loading for all hours worked on the weekend shift.

Signed for and on behalf of Medibank Private Limited)..... *K Neill*.....

) Name: VIRGINIA NEILL
) Position: MANAGER WORKPLACE RELATIONS
) Address: 700 COLLINS ST, DOCKLANDS, VICTORIA
) Date: 30 MARCH 2011

Signed for and on behalf of Australian Salaried Medical Officers Federation (ASMOF)..... *A. J. Arthur*.....

) Name: WAYNE ARTHUR
) Position: INDUSTRIAL OFFICER
) Address: LEVEL 4, 62 MACQUARIE ST BARTON ACT
) Date: 30 MARCH 2011

Signed for and on behalf of Australian Nursing Federation..... *Debbie Richards*.....

) Name: DEBBIE RICHARDS
) Position: INDUSTRIAL RESEARCH OFFICER
) Address: LEVEL 1 365 QUEEN ST MELBOURNE
) Date: 30 MARCH 2011

Signed for and on behalf of Community and Public Sector Union..... *Phil Waters*.....

) Name: BLISTAIR WATERS
) Position: DEPUTY NATIONAL PRESIDENT
) Address: LEVEL 7, 40 BRISBANE AVENUE, BARTON ACT
) Date: 30 MARCH 2011



Medibank Health Solutions

(Medical & Allied Health Services Division)

Enterprise Agreement 2010 – 2012

Medibank Health Solutions Pty Ltd
ABN 99 078 934 791

The Travel Doctor – TMVC Pty Ltd
ABN 93 003 457 289

Work Solutions Australia Pty Ltd
ABN 71 059 950 695

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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1. INTRODUCTION AND BACKGROUND

This Enterprise Agreement will be known as the Medibank Health Solutions Division Enterprise Agreement 2010-2012 and supersedes all previous agreements. This Enterprise Agreement follows a series of workplace agreements that have increased remuneration and encouraged structural efficiency and it is envisaged that this Enterprise Agreement will also continue this pattern.

The parties also agree that Occupational Health and Safety is a shared responsibility, and that systems and work schedules shall be established and maintained to reflect this.

The employer parties listed below are separate legal entities but as they act in unison, have a common shareholder arrangement and form the Medical and Allied Health Services Division of Medibank Health Solutions, the employing entities feel that it is appropriate to offer a single source Enterprise Agreement from lodgement forward and to cover the employment terms of as many employees as possible.

1.1 SCOPE AND PARTIES BOUND

This Agreement is made under Section 172 of the Fair Work Act 2009 (the "Act") and will be binding on:

- Medibank Health Solutions Pty Ltd (ABN 99 078 934 791); and
- The Travel Doctor – TMVC Pty Ltd (ABN 93 003 457 289); and
- Work Solutions Australia Pty Ltd (ABN 71 059 950 695),
(each relevantly referred to as the "employer" for the purposes of this Agreement); and
- All employees of the employer who:
 - are employed in the classifications set out in clause 5.1 and who receive an annual gross remuneration (excluding superannuation) of less than \$120,000; or
 - are employed in the classifications of Medical Advisor, Senior Medical Advisor or Occupational Physician,
(each referred to as "employee"); and
- The Community and Public Sector Union ("CPSU"); and
- The Australian Nursing Federation ("ANF"); and
- The Australian Salaried Medical Officers Federation ("ASMOF").

For the avoidance of doubt, employees with an annual gross remuneration (excluding superannuation) of \$120,000 or more are excluded from this Agreement unless they are classified as a Medical Advisor, Senior Medical Advisor or an Occupational Physician, in which case they will be covered by this Agreement irrespective of the level of their annual gross remuneration.

1.2 PERIOD OF OPERATION

This Enterprise Agreement shall reach its nominal expiry date on 30 June 2012.

1.3 RELATIONSHIP TO POLICIES AND PROCEDURES

The employer's policies and procedures as varied from time to time will supplement this Agreement (but do not form part of this Agreement) and, to the extent of any inconsistency, the provisions of this Agreement will prevail.

1.4 RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

The National Employment Standards apply as minimum entitlements and have effect subject to any term of this Agreement as permitted by section 55 of the Act.

1.5 EMPLOYMENT FLEXIBILITY

The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement as set out in clause 6.2 of this Agreement.

1.6 CONSULTATION

The employer will continue to deliver innovative and flexible work practices in order to develop and maintain a competitive edge over its competitors. This may result, during the life of this Agreement, in the implementation of workplace change which (at the time of negotiation of this Agreement) was uncertain and unforeseen.

The employer is committed to continue, and build on, the current levels of employee engagement and consultation.

Specifically, the employer will consult and seek feedback from the affected parties to the Agreement and take such views into account when making decisions about employment related matters such as (but not limited to):

- Major workplace change that is likely to have a significant effect on employees;
- Implementation of this Agreement and any proposed changes to it;
- Development of new and maintenance of existing policies and procedures where the change is likely to have a significant effect on employees
- New business and operational initiatives (e.g. rostering arrangements, shift work and extended trading hours);
- OH&S initiatives in accordance with relevant legislation;
- Changes in relevant employment legislation; and
- Performance appraisal system.

When considering making a major workplace change that is likely to have a significant effect on employees, the employer will:

- consult with affected employees, and their chosen employee representatives, in relation to the effect of the proposed change on the working conditions of employees covered by this Agreement. The purpose of this consultation is to provide details and, if applicable, the operational reasons for the proposed change to enable affected employees to assess the nature of the proposed change and provide informed feedback;
- seriously consider any proposal made to it by an affected employee (or their representative) prior to making a final decision;
- wherever reasonable act to minimise any adverse effects on the

- employee(s) concerned;
- make a decision on the proposed change taking into account the feedback of employees and their chosen employee representatives; and
- communicate to affected employees the employer's decision.

All parties to the Agreement will not unreasonably oppose any initiative and, wherever possible, support jointly agreed outcomes.

This clause relates only to consultation in relation to the proposals for workplace change which directly affect the working conditions of employees covered by this Agreement. It will not operate to unreasonably inhibit decisions customarily accepted as within the operational responsibility of the executive, management and supervisory group.

1.7 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURES

The following is the agreed process to genuinely attempt to resolve grievances and/or disputed issues at the workplace that may arise during the life of this Agreement between the employer and an employee:

- (a) about any matters arising under the Agreement; or
- (b) in relation to the National Employment Standards.

The parties to the dispute must genuinely attempt to resolve the dispute at the workplace level and at any subsequent step in the dispute resolution process.

An employee may be assisted at any stage of the process by an employee representative of their choice, who may be a union representative. Employee representatives will act in good faith and will be dealt with in good faith by the employer including (but not limited to):

- Notification of the dispute;
- Speaking on behalf of the employee; and,
- Advising the respective party of the nature and details of the dispute.

The Procedure

Step 1:

The matter will be discussed between the employee, his or her supervisor and, if the employee so chooses, their employee representative.

If the matter pertains to the interpretation and/or application of this Agreement and/or any other regulatory matter, the issue will be discussed between the appropriate People & Culture representative, the relevant Manager, the employee and, if the employee has chosen a representative, the employee representative. If the matter, in this context, remains unresolved the parties should proceed to "Step 3" of the procedure.

Step 2:

If unresolved in Step 1, the matter will be referred to a representative from the People & Culture department and a higher level Supervisor/Manager. The employee may choose to have an employee representative involved.

Step 3:

If the grievance is still under dispute, the matter may be referred to the relevant representative of the employer's executive team for consideration. The employee may choose to have an employee representative involved.

Step 4:

On conclusion of Step 3, if the matter remains unresolved, the parties may agree to private mediation. Agreement in this context means (but is not limited to) mutual agreement on cost, choice of mediator and terms of reference. An attempt to reach such an agreement is not a condition precedent on proceeding to Step 5.

If the matter remains unresolved, the parties shall proceed to the next step of the procedure.

Step 5:

The matter will be referred to Fair Work Australia for conciliation and, if required, arbitration. If Fair Work Australia arbitrates the dispute, it may make a decision that is binding on the parties. In arbitrating a dispute, Fair Work Australia may use the powers that are available to it under the Fair Work Act.

Any decision made by Fair Work Australia when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against any such decision. Subject to this right of appeal, the parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this clause.

If the employer, an employee and/or the employee's chosen employee representative fail to observe the procedure set out in the procedure outlined above (which inhibits genuine resolution at the workplace) the parties agree that the matter can be referred immediately by any party to the dispute to Fair Work Australia consistent with Step 5.

Although this procedure refers to employees in the singular the procedure also applies to collective disputes.

While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety;
- (b) If an imminent risk to his or her health or safety exists then an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse

to comply with the direction.

Employee Representations

The employer recognises the benefit of maintaining a collaborative relationship with its employees and their representatives. In particular the employer recognises the value of workplace representatives in promoting a harmonious workplace, assisting the employer in educating the workforce in workplace matters and assisting in the resolution of grievances.

An employee may have an employee representative (union or non-union) of their choice assist or represent her/him on a particular matter. The employee representative is a person chosen by the employee or by a group of employees. All parties will act in good faith and in accordance with the Act.

1.8 DEFINITIONS AND INTERPRETATION

In this Enterprise Agreement, unless a contrary intention is clear, the following definitions apply:

“the Act” means the *Fair Work Act 2009* (Cth).

“Agreement or Enterprise Agreement or Workplace Agreement” means this agreement.

“Assistant in nursing” means an employee, other than one registered pursuant to the provisions of the State or Territory Nurse Registration Board or one who is in training for the purpose of such registration, who is under direct control and supervision of a Registered or Enrolled nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

“Authorised Executive” means the most senior person holding the employment responsibilities of the Medical and Allied Health Services Division.

“consolidated corporate entity” means Medibank Health Solutions Pty Ltd, Work Solutions Australia Pty Ltd and The Travel Doctor-TMVC Pty Ltd who are the employing entities under this Enterprise Agreement.

“continuous employment” means continuous service in accordance with Section 22 of the Act.

“employment” means the period of time worked under a valid contract of employment with any of the employer parties.

“EBIT” means ‘Earnings Before Interest and Tax’ of the consolidated corporate entity.

“EBIT margin” means EBIT divided by the ‘Revenue’ of the consolidated corporate entity

"fee for service (unit engaged)" applies to employees whose remuneration is based solely upon the completion of agreed work performed which is often governed by a roster and whose remuneration directly reflects the completed piecework which is then available for billing to the employer's client. Fee for service employees are paid a loading to compensate them for all entitlements as defined in clause 2.4. These employees are also described as casual pieceworkers.

The parties agree that fee for service employees are pieceworkers for the purposes of the Act.

"immediate family" in relation to personal leave means the employee's spouse, the employee's or the spouse's child (including an adopted child, a stepchild, an ex nuptial child or an adult child); and the employee's or spouse's grandparent, parent, sibling or child. For the purposes of this clause, "spouse" includes a de facto spouse (including same gender relationships), a former spouse and a former de facto spouse.

"manager" means an employee who has operational responsibility for a team of employee(s) within the employer, which may include another manager.

"month" means a calendar month.

"ordinary base rate of pay" means the rate payable to the employee for his or her ordinary hours of work, but does not include occasional incentive-based payments or bonuses, loadings, monetary allowances, overtime or penalty rates, or any other separately identifiable amounts such as superannuation.

"ordinary day" means any rostered day except a public holiday unless otherwise agreed.

"salaried employee" means a person who is remunerated via a fixed salary and is paid fortnightly.

"senior manager" means the person exercising managerial responsibilities and whose employment terms are not covered by this Enterprise Agreement and who is regarded as a high income employee as defined under the Act.

"sessional medical employees" means a medical practitioner or similarly qualified health provider who is engaged and paid on an hourly sessional basis to perform work governed by the daily roster in the office in which they are employed and is paid a loading to compensate all entitlements as defined in clause 2.3

"shift" means the period of time that an employee is rostered to work

Unless the contrary intention is clear, words in the singular include the plural and words in the plural include the singular.

2. CATEGORIES OF EMPLOYMENT

2.1 FULL TIME HOURS AND ARRANGEMENTS

Full time employees will work standard hours of 37 hours and 30 minutes per week averaged over a 4 week period (150 hours).

2.2 FIXED TERM EMPLOYEES

A fixed-term employee is defined as one who is employed for a period of time or for a specified project or task.

2.3 CASUAL EMPLOYEES (HOURLY ENGAGED)

A casual employee is engaged on an hourly basis when required by the employer with a minimum payment of three (3) hours for each occasion the casual employee is required to attend work. An employee may, with the agreement of the employer, request for personal reasons to work and be paid for a period of less than three (3) hours.

A casual employee must be advised that he or she is specifically engaged and paid as a casual.

A casual employee will be paid an hourly rate commensurate to their salary classification plus a twenty percent (20%) casual loading. The casual loading is paid in recognition of the casual nature of the work and in lieu of annual leave, personal leave and public holidays or other forms of entitlement not applicable to casuals.

2.4 SESSIONAL MEDICAL EMPLOYEES

A sessional medical employee is engaged on an hourly basis when required by the employer.

Employees engaged on a sessional basis perform work at the rate agreed on engagement, which includes a loading of twenty percent (20%). The loading is paid in recognition of the nature of the work and in lieu of annual leave, personal leave and public holidays or other forms of entitlement not applicable to sessional employees. Superannuation is paid both in addition to and on the paid loading.

Sessional employees will be engaged for a minimum of one (1) hour of service. Where sessional medical employees have their session cancelled within 24 hours of working the session the employee will be paid for the session that they were rostered to work.

A sessional medical employee's fortnightly remuneration will be calculated on the greater amount of either:

- the value agreed on engagement;
- the applicable minimum hourly rate as shown at clause 5.1 for the hours engaged; or
- a fee for service arrangement where they receive either a set fee or a percentage of the billing completed.

2.5 FEE FOR SERVICE EMPLOYEE (UNIT ENGAGED)

Fee For Service Employees (Unit Engaged) employees are usually paid per unit of work completed. Employees engaged on a fee for service basis perform work at the rate agreed on engagement which includes a loading of twenty percent (20%). The loading is paid in recognition of the nature of the work and in lieu of annual leave, personal leave and public holidays or other forms of entitlement not applicable to casual pieceworkers. Superannuation is paid both in addition to and on the paid loading.

Fee for service employees will be engaged for a minimum of one (1) service.

The fortnightly remuneration will be calculated on the greater amount of either:

- the value agreed on engagement; or
- the applicable minimum hourly rate as shown at clause 5.1 for the hours engaged; or
- a fee for service payment per scheduled activity completed.

2.6 RESIGNATION BY THE EMPLOYEE

Employees may resign from employment with the employer at any time. They should give as much written notice as possible, noting that the following minimum requirements apply:

- 2 weeks where the employee has worked 12 months or less; or
- 4 weeks where the employee has worked in excess of 12 months.

However, the employee and the manager may agree on a shorter or longer notice period.

2.7 TERMINATION BY THE EMPLOYER

Where an employee's employment is to be terminated, the employer will give 2 weeks notice where the employee has worked for 12 months or less, or 4 weeks notice if the employee has worked in excess of 12 months. This period may be worked or paid in lieu at the discretion of the manager.

The period of notice will be extended by 1 week where the employee is aged 45 or over and has 2 years continuous employment completed on the date of notice.

The employer may dismiss an employee without notice at any time for serious misconduct. If an employee's employment is terminated immediately, the employee will not be entitled to notice or payment in lieu of notice and will only be entitled to be paid to the date of termination of employment. The employee will be entitled to payment of any accrued entitlements payable on termination and in accordance with this Agreement but to no other compensation as a result of termination.

3. WORKING ARRANGEMENTS

3.1 Hours of Work

Ordinary hours of work for full time employees are one hundred and fifty (150) hours over a four (4) week period (the "settlement period").

The "normal spread of hours" defines the period in which an employee may be rostered to work at a normal rate of pay. The normal spread of hours is:

- 7:00am to 6:00pm Monday to Friday; and
- 8:00am to 1:00pm on Saturday.

A permanent employee's contracted hours may be rostered Monday to Saturday within the normal spread of hours. Rostered hours on a Saturday constitute a weekend shift as per clause 3.3. However, the normal spread of hours do not prescribe nor limit operating hours as determined by the Company to meet commercial and operational requirements, nor do they restrict the ability of the Company to roster employees (including permanent employees) to shifts outside the normal spread of hours.

Managers have a responsibility to minimise the extent to which employees are required to work exceptional hours. The pattern by which employees may work their ordinary hours is a matter for agreement. However, an employee will:

- not be required to work more than ten (10) hours ordinary time on any one working day; and,
- be entitled to an unpaid meal break of at least thirty (30) minutes where the employee works in excess of five (5) consecutive hours on a single day or shift.

3.2 Part Time Hours and Arrangements

A part-time employee is defined as one who works on average less than thirty-seven and one half (37½) ordinary hours per week and whose hours of work are reasonably predictable. Before commencing part-time employment, the employer and employee will agree in writing the minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

A part-time employee's salary (including salary related allowance and penalties), annual leave, personal leave, long service leave and public holidays will accrue on a pro-rata basis.

3.3 Shift Work

Morning Shift

For the purposes of this clause, a morning shift means a rostered shift (excluding overtime) that commences after 4:00 am but before 7.00 am and such shift is not regarded as a night shift.

An employee will receive a fifteen percent (15%) loading on his/her ordinary base rate of pay for all hours worked on the morning shift.

Day Shift

For the purposes of this clause, a day shift means a rostered shift (excluding overtime) that commences before 12.00 noon and ceases at or before 6.00 pm.

All hours worked on the day shift will be paid at the employee's ordinary base rate of pay.

Evening Shift

For the purposes of this clause, an evening shift means a rostered shift (excluding overtime) that ceases after 6:00 pm but before midnight.

An employee will receive a fifteen percent (15%) loading on his/her ordinary base rate of pay for all hours worked on the evening shift.

Night Shift

For the purposes of this clause, a night shift means a rostered shift (excluding overtime) that commences before midnight and ceases after midnight.

An employee will receive a fifty percent (50%) loading on his/her ordinary base rate of pay for all hours worked on the night shift.

Weekend Shift

For the purposes of this clause, a weekend shift applies where the majority of the hours are rostered on a Saturday or Sunday.

An employee will receive a fifty percent (50%) loading on his/her ordinary base rate of pay for all hours worked on the weekend shift.

For casual employees, the 50% loading for weekend shifts is instead of, and not in addition to, the casual loading of 20%.

4. WORK OUTSIDE ORDINARY HOURS

4.1 OVERTIME

Employees may be required to work reasonable overtime beyond their normal hours of work.

Overtime must be approved in advance by the relevant manager prior to it being worked except in emergency situations, where the employee may work overtime, but must seek the manager's approval as soon as possible thereafter. In emergency situations approval will not be withheld unreasonably.

Overtime rates are payable where the employee works:

- more than 37 hours and 30 minutes in any single week of 7 days; or
- more than 7 hours and 30 minutes in a single day/shift; or
- more than 10 hours ordinary time in a single day/shift where a flexible working arrangement pursuant to clause 6.2 is in place; or
- outside of the normal spread of hours at clause 3.1 and is not receiving a shift allowance as the hours are not rostered.

Rates Payable

Where an accrual exists, payment for overtime is the normal method of compensation. Hours worked and claimed as overtime cannot also be counted as Time Off In Lieu ("TOIL").

Overtime is payable at the following applicable rates:

- *Monday to Friday* - Overtime worked Monday to Friday will be paid at time and a half ordinary time for the first 3 hours each day and double ordinary time for all hours worked thereafter;
- *Saturday and Sunday* - Overtime worked on Saturday or Sunday will be paid at the rate of double ordinary time for all hours worked.
- *Public Holiday* - Overtime worked on a public holiday will be paid at a rate of double time and a half (normal time plus one hundred and fifty percent (150%)).
- *Shift Work* - Overtime worked prior to or following a shift shall be paid at the rates above but the shift penalty rate shall not be paid for the period of overtime.
- *Overtime whilst On-Call* - An employee who performs overtime whilst on-call will be entitled to payment as specified at clause 4.3.

Casual employees will be paid at overtime rates, less the twenty percent (20%) casual loading, for pre-approved hours worked in excess of thirty-seven hours and thirty minutes (37½) per week or in excess of ten (10) hours in one day.

Overtime is not paid where the employee is a sessional or fee for service employee, or where the employee is paid at or above the applicable "Exclusionary Salary" shown at clause 4.4.

Minimum Overtime Payment

Where an employee is required to work overtime which is not continuous with their ordinary duty, each separate attendance will be for a minimum of 4 hours. Meal periods will be disregarded for determining whether overtime is or is not continuous with ordinary duty.

The minimum overtime period will be paid at the applicable overtime rate(s) and the initial payment will cover any subsequent return to duty during the paid period.

When more than one attendance is involved, the employee's overtime remuneration will not exceed that to which the employee would have been entitled to had the employee remained on duty from the commencing time of one attendance to the ceasing time on the subsequent attendance.

Rest Relief after Overtime

An employee who works overtime will be entitled to at least eight (8) consecutive hours off duty plus reasonable travelling time ("rest relief period") between the termination of the overtime and the commencement of the employee's ordinary work on the next working day with no loss of pay for ordinary working time occurring during this rest relief period.

Where an employee works overtime on a weekend or public holiday, they will be entitled to twenty-four (24) consecutive hours rest relief between the termination of the overtime and the commencement of the employee's ordinary work on the next working day with no loss of pay for ordinary working time occurring during this rest relief period.

If an employee is required to resume or continue work without having had the appropriate rest relief period, the employee will be paid at double ordinary time rates for time worked until the employee has completed the rest relief period.

4.2 TIME OFF IN LIEU (TOIL)

An employee may elect, with the prior approval of the Manager, to utilise TOIL arrangements as an alternative to being paid for overtime worked.

The accrual and taking of TOIL is managed at the local level and it is the Manager's responsibility to maintain accurate records.

Accrual of TOIL

TOIL will accrue in accordance with the penalty payment that would have been attached to the additional hours (for example: one (1) hour worked that carries a penalty of time and a half will accrue one and a half (1.5) hours of TOIL.

Unless otherwise agreed by the authorised Manager, TOIL may only accumulate for a maximum of ten (10) hours.

Taking of TOIL

TOIL may be taken as either a full day off or in shorter periods,

TOIL may only be taken with the prior approval of the Manager on the basis that the absence will not significantly impact on the operational requirements of the business.

Paying Out of TOIL

The employer will pay-out unused TOIL at the employee's request or that has

accrued for a period greater than three (3) months. The unused TOIL accrued will be paid at the ordinary base rate of pay.

Unless otherwise agreed, TOIL is not available to casual, sessional or fee for service employees or to relevant employees paid at or above the "Exclusionary Salary" shown at clause 4.4.

Makeup Time

Makeup Time refers to incidental hours, where someone works additional time one day and takes the equivalent time off within the next five (5) working days. Makeup time requires prior approval of the Manager.

4.3 ON-CALL DUTY

An employee may be required to be reasonably contactable and available to perform extra duty outside of the employee's ordinary hours of duty or to be able to do so within 2 hours.

Payment Rate for On-Call Duty

An on-call employee will be paid an allowance of:

- Monday to Friday: 7.5% of the employee's ordinary base rate for each hour required.
- Saturday and Sunday: 10% of the employee's ordinary base rate for each hour required.
- Public holiday: 15% of the employee's ordinary base rate for each hour required.

The allowance is paid at these rates only and not in addition to the ordinary base rate i.e. where the ordinary base rate is \$20.00, the allowance paid from Monday to Friday is \$1.50 per hour required and not \$21.50.

Notwithstanding the above provisions, where an employee is required to be on-call, the employee may be paid at a rate determined by the Manager having regard to the circumstances, but not less than the rates prescribed above.

The allowance will be payable for each hour or part hour (rounded up to the nearest hour) outside the employee's ordinary hours of duty when the employee is required to be on-call.

No payment will be made to an employee for any period in which the employee does not remain contactable or at the required degree of readiness to perform extra duty.

Employees paid at or above the "Exclusionary Salary" shown at clause 4.4 are not eligible to receive a payment under this clause.

Contacted But Not Recalled

Where an employee who is 'on-call' under these provisions is required to answer a telephone call to respond to a minor request, but is not required to be

recalled to duty at a place of work, additional payment will not be made. Where the response involves activity or a significant response, they may claim a minimum of 1 hour's overtime payment at the appropriate overtime rate.

Recalled to Duty

Where an 'on-call' employee is recalled to duty at a place of work, payment in accordance with the relevant overtime provisions will be made subject to a three (3) hour minimum payment at the appropriate overtime rate.

4.4 EXCLUSIONARY SALARY PROVISIONS

Exclusionary salary applies to any employee covered by this agreement who earns a full time equivalent (FTE) annual salary of \$75,000 or more (not including company superannuation contributions) indexed by reference to the wage increases set out in clause 5.2 of this agreement. This includes all Sessional Medical Employees and Fee For Service employees who earn \$75,000 or more per annum (as indexed under this clause), calculated on a pro-rata basis.

It is agreed that, employees who are paid at or above the "Exclusionary Salary":

- may work hours which are not regular or categorised for the purposes of overtime and ordinary duty; and
- are subject to special demands which may require them to work outside of ordinary hours without attracting additional compensation.

The Exclusionary Salary is inclusive of:

- overtime
- shift penalty rates
- excess travelling time
- recall payment
- on-call allowance

The parties agree that it is expected that all employees who receive the Exclusionary Salary will be "better off overall" under this Agreement than they would be under the relevant award. However, for the avoidance of doubt, the employer will ensure that any employee, for whom the Exclusionary Salary is applicable, remains "better off overall" under this Agreement than the relevant underlying award.

Medical practitioners required to work their rostered ordinary hours on a Saturday will receive a 33% loading in addition to their ordinary rate of pay.

5 REMUNERATION

5.1 SALARY RATES FROM THE FIRST FULL PAY IN JULY 2010 (37.5 HRS PER WEEK)

New staff on joining

All at 1950 hours (37.5 hrs per week)

	MIN ANNUAL FTE SALARY	MIN WEEKLY FTE SALARY	MIN HOURLY FTE SALARY	NOTES
Enrolled Nurse (EN)	\$42,500	\$817.31	\$21.79	
Registered Nurse (RN)	\$50,000	\$961.54	\$25.64	
Allied Health Professional (AHP)	\$45,000	\$865.38	\$23.08	
Assistant in Nursing (AIN)	\$37,000	\$711.54	\$18.97	
Admin, Customer Service, Business Support & non identified employees	\$37,000	\$711.54	\$18.97	JUNIOR RATES APPLY
Medical Advisor	\$120,000	\$2,307.69	\$61.54	
Occupational Physicians	\$150,000	\$2,884.62	\$76.92	

EXPERIENCED EMPLOYEE (EMPLOYED 12 MONTHS)

All at 1950 hours (37.5 hrs per week)

	MIN ANNUAL FTE SALARY	MIN WEEKLY FTE SALARY	MIN HOURLY FTE SALARY	NOTES
Enrolled Nurse (EN)	\$45,500	\$865.38	\$23.08	
Registered Nurse (RN)	\$54,000	\$1,038.46	\$27.69	
Allied Health Professional (AHP)	\$50,000	\$961.54	\$25.64	
Assistant in Nursing (AIN)	\$40,000	\$769.23	\$20.51	
Admin, Customer Service, Business Support & non identified employees	\$40,000	\$769.23	\$20.51	JUNIOR RATES APPLY

JUNIOR RATES(as a % of applicable adult rate)	
Under 18 years	60%
At 18 Years	70%
At 19 Years	80%
At 20 Years	90%
Junior Rates cease to apply once 2 years of service has been accrued EMPLOYEE APPOINTED AS A SENIOR OR AS A TEAM LEADER	

All at 1950 hours (37.5 hrs per week)				
	MIN ANNUAL FTE SALARY	MIN WEEKLY FTE SALARY	MIN HOURLY FTE SALARY	NOTES
Registered Nurse (RN)	\$62,500	\$1,201.92	\$32.05	
Allied Health Professional (AHP)	\$60,000	\$1,163.85	\$30.77	
Admin, Customer Service, Business Support & non identified employees	\$45,000	5865.38	\$23.08	
Senior Medical Advisor	\$135,000	\$2,596.15	\$69.23	

5.2 SALARY INCREASES

Management and employees recognise their mutual responsibility to work within available resourcing and undertake commitment to flexible working patterns in meeting the objectives of this Enterprise Agreement and contributing to the ongoing financial viability of the employer.

The following salary increases shall apply to both an individual's salary and to the minimum salary specified in clause 5.1. During the life of this Enterprise Agreement the following increases shall apply:

General Increases

Employees' base salaries will be adjusted by:

- a three point five per cent (3.5%) increase from the first full pay period on or after 1 July 2010; and
- a three point two five per cent (3.25%) increase from the first full pay period on or after 1 July 2011.

Additional Increases

Providing that external audit findings confirm that the consolidated corporate entities comply with the national quality management system and that no significant remedial action is required, the following productivity related increases will be made on individual's rates of pay and to the minimum rates shown at clause 5.1:

- where the consolidated corporate entity achieves a defined combined EBIT of at least ten percent (10%), for FY2010/2011 an additional increase of one quarter percent (0.25%); or,
- where the consolidated corporate entity achieves a defined combined EBIT of at least fifteen percent (15%), for FY2010/2011 an additional increase of one percent (1.0%); or,
- where the consolidated corporate entity achieves a defined combined EBIT of at least twenty percent (20%), for FY2010/2011 an additional increase of two percent (2%).

Additional increases under this clause will be effective from the first full pay period in October 2011.

Sessional and fee for service employees are not entitled to an increase under this clause. When base rates are increased, the company will undertake a review to ensure that sessional and fee for service employees do not fall below

the revised minimum salary rates.

5.3 SALARY UPON COMMENCEMENT

The following will be considered in establishing the commencing salary of a new employee or on promotion:

- the current minimum rates shown at clause 5.1;
- local market rates for the role;
- the value attached to related roles within the business;
- the skills, knowledge and experience of the individual; and
- the position accountabilities.

5.4 INDIVIDUAL SALARY REVIEWS

By 30 June each year, each employee will have had an annual performance review to discuss their performance in relation to their duties or KPIs. This review will also discuss any increase in remuneration. Any subsequent increase shall be payable from the first full pay in July and will be in addition to the general increases stated in 5.2.

The purpose of the review is to confirm that the employee's salary is appropriate in terms of:

- The achievement or otherwise of core competencies for the role;
- Attraction and retention;
- Any significant changes to the job over the last 12 months that could impact on its value;
- Any additional required skills training that has been achieved over the last 12 months; or
- Any significant movements in the external market for the position.

The outcome of the review will be communicated to each individual in writing by 30 September each year.

No employee's salary will be reduced as a result of this annual review.

5.5 HIGHER DUTIES PAYMENT

An employee may agree at any time during the term of this Agreement to perform duties in excess of his/her current role ("Higher Duties").

An employee will be eligible for a Higher Duties payment if:

- they demonstrate the necessary skills and competencies to perform the Higher Duties; and
- they are prepared to assume the additional responsibilities of the Higher Duties.

Where an employee is required to perform the duties of a higher level position, the employee will be paid an amount commensurate with the duties being performed at the payment level agreed between the employee and the manager.

5.6 SALARY PACKAGING

Salary/remuneration packaging arrangements provided under the employer's

flexible remuneration plan will be available to all employees. This benefit is conditional on there being no cost to the employer.

Participation in salary packaging will not affect salary for superannuation purposes. Where an employee enters a salary packaging arrangement, the employee's salary for superannuation, severance, termination and hourly rate for the purpose of calculating transactional payments (e.g. overtime) is determined as if the salary packaging arrangement had not occurred.

5.7 SUPPORTED WAGE SCHEME

Employees who are unable to perform duties to the competence level required because of a disability and who meet the criteria for receipt of a Disability Support Pension may be paid according to the percentage of the relevant pay rate that corresponds to their assessed capacity to do the work. The minimum amount payable must not be less than the published minimum.

The application of this clause is subject to the appropriate registration requirements.

5.8 ALLOWANCES

First Aid Certificate Allowance

Where the Manager is satisfied that an employee possesses a First Aid Certificate of the St John Ambulance Association or the Senior First Aid Certificate of the Australian Red Cross Society and continuing ability commensurate with that qualification, the employee has direct responsibilities as a first aid officer and there are no medical or nursing personnel readily available within the immediate vicinity, they will be paid an allowance of \$12.00 per week.

Use of Private Vehicle Allowance

- The employer will maintain an internal policy on the re-imbursment to employees for the use of a private vehicle for business purposes.
- The minimum allowance payable under this policy shall be at the rates determined by the Australian Taxation Office.
- An employee must have a valid driver's licence
- An employee may not be directed to use her/his private vehicle for business purposes.
- An employee must not use an unroadworthy private vehicle for business purposes and the vehicle must be registered and insured for comprehensive damage.

Meal Allowance

When working approved overtime, an employee will either be provided with a meal or receive a meal allowance to the amount of \$25 for each occasion.

Meal allowance will not be paid if:

- the employee has worked less than five (5) continuous hours;
- the overtime hours are worked within the normal spread of hours as detailed in clause 3.1 (Hours of Work); or,
- the employee was given at least twenty-four (24) hours' notice to work overtime.

6 OTHER CONDITIONS OF EMPLOYMENT

6.1 EQUAL EMPLOYMENT OPPORTUNITY & WORKPLACE DIVERSITY

- The employer values the diversity of its workplace and therefore recognises the importance of maintaining a workplace free of discrimination, harassment and bullying.
- The employer and its employees will continue to ensure the workplace is free of discrimination, harassment, victimisation, bullying or violence.
- All parties to the Agreement have a responsibility to ensure that any incidents or concerns are dealt with seriously, promptly and in accordance with the relevant legislation, policy and procedure.
- The employer will continue to comply with, and at all times strive to exceed, the statutory and regulatory standards required.

6.2 EMPLOYMENT FLEXIBILITY ARRANGEMENTS

Model flexibility term (Regulation 2.08)

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 1.1 the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - 1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - 1.3 the arrangement is genuinely agreed to by the employer and employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - 2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
3. The employer must ensure that the individual flexibility arrangement:
 - 3.1 is in writing; and
 - 3.2 includes the name of the employer and employee; and
 - 3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 3.4 includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the

terms and conditions of his or her employment as a result of the arrangement; and

3.5 states the day on which the arrangement commences.

4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The employer or employee may terminate the individual flexibility arrangement:
 - 5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 5.2 if the employer and employee agree in writing at any time.

6.3 BUSINESS RELATED EXPENSES

No employee is expected to bear a personal financial cost to perform their duties. As such, the employer will reimburse the employee for approved and reasonable expenses. Where possible the reimbursement will be paid in the next available payment processing following managerial authorisation.

6.4 EXCESS TRAVELLING TIME

Employees who are required to travel to regional areas or interstate will be paid excess travelling time at the rate of the employee's ordinary base rate of pay for each hour or part thereof, subject to the following conditions:

- compensation is only available for travel time in excess of 9 hours combined travel and work in addition to travel to the employee's normal place of work from the home address; or where
- employees required to fly and return on the same day, excess travel time is payable for:
 - a scheduled check in time at or before 7:30 am; or
 - an actual arrival time after 6:00 p.m.

Payment for excess travelling time is not payable for time spent in transit to or from a home address resulting from that air travel.

Employees are not paid for time spent away but are compensated for the additional or unreasonable time spent travelling in relation to their duties. TOIL may be granted in lieu of payment for excess travelling time.

These arrangements may be amended by local agreement to meet particular local circumstances.

Excess travelling time shall not count in reference to averaging time worked over a settlement period.

Excess travel time is not paid where the travel is undertaken at a time preferred by the employee and the travel could have been undertaken in the ordinary span of hours.

Where possible, the reimbursement will be paid in the next available payment processing following managerial authorisation.

This clause does not apply to employees earning at or above the exclusionary level shown at clause 4.4.

6.5 PUBLIC HOLIDAYS

Public holidays will be granted in accordance with State and Territory Gazettal.

In addition to the Gazetted holidays, an additional day over the Christmas period will be granted immediately following the Boxing Day public holiday. The parties recognise that to ensure business operations, an employee may be requested to substitute this holiday for another agreed day within a 4 week period or payment will be payable in accordance with the rate prescribed of, a one hundred and fifty per cent (150%) loading for all time worked on that day.

The employer may, from time to time, request employees to work on a public holiday. Employees who work on a public holiday will be paid a one hundred and fifty per cent (150%) loading for all time worked on that day.

The parties also recognise the advantage to both the employer and employees in reducing staffing levels over the Christmas/ New Year period. To achieve this outcome, employees not required for duty will normally take annual leave or their TOIL during this period.

Public Holidays for Shift Workers

Where an employee who is regularly rostered to work morning, evening, night or weekend shifts (refer to clause 3.3); is rostered off on a public holiday, they will either be granted one day off in lieu of that public holiday or be paid one day's salary at their base rate of pay.

Where the employee works their rostered shift on a public holiday a loading of one hundred and fifty percent (150%) on the ordinary base rate of pay will be paid in addition to the ordinary base rate of pay for all hours worked on that shift.

6.6 SUPERANNUATION

The employer offers employees the freedom to nominate their preferred superannuation fund, providing it is a complying fund. However, the employer does not have to accept an employee's choice of fund if the fund requires the employer to become a "participating employer". This includes situations where the fund would require contributions on a more (or less) frequent basis than the employer would ordinarily contribute or would impose administrative requirements which the employer deems as being unreasonable.

Where an employee does not nominate a preferred superannuation fund within 28 days of commencing employment, the employer will contribute employer superannuation contributions to the employer's default fund, which is the Australian Government Employees Superannuation Trust (AGEST).

All employees who are not members of either the Commonwealth Superannuation Scheme (CSS) or Public Sector Superannuation Scheme (PSS) will receive an employer contribution of 10% of salary.

6.7 FITNESS FOR DUTY

On all occasions, an employee must present for work ready willing and able to perform his or her normal work in a manner that will be safe for the employee and other people having contact with the employee. The employer may direct an employee to either not attend or to leave the workplace if it genuinely considers the employee to be unfit for work.

At the employer's request an employee will attend a medical examination, by a qualified medical practitioner nominated by the employer, who will provide a report on the employee's fitness for work to the employer. The employer must have reasonable cause to require such an examination. The employee will not unreasonably withhold her/his consent for the employer to obtain a copy of the employee's medical report.

6.8 TRAINING AND DEVELOPMENT

The employer recognises that appropriate professional development is required in order to build an organisation that is strong, professional, efficient, productive, responsive and flexible. Noting that external expenditure is discretionary and providing that expenditure has been agreed to prior to commitment, the employer will either fully-fund or assist with costs of agreed course fees, associated fares and necessary accommodation costs for external learning and development activities which directly relate to the employer.

In general, where the employer requires attendance at a training event, this will be on paid time. Conversely, where attendance is voluntary, unless otherwise agreed, any absence related to the training shall not be paid.

Wherever possible, the employer will obtain accreditation with the relevant professional bodies for attendance at any internal professional conference or profession related training courses paid for by the employer.

7 LEAVE ARRANGEMENTS

7.1 ANNUAL LEAVE

Taking Annual Leave

Annual leave is available to employees to enable their absence from the workplace for the purposes of rest, recreation and the pursuit of personal interests. Employees will therefore be encouraged to take annual leave when it falls due, in the interests of both the individual and the employer.

Entitlements

Full time employees will receive 20 days annual leave per annum. Part time employees will accrue annual leave on a pro rata basis.

Where lawful, an eligible employee may cash out their accrued annual leave entitlement above 20 days leave. An employee may only cash out annual leave under this clause if:

- the employee makes a written request to the employer regarding the cashing out;
- the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- each cashing out of a particular amount of paid annual leave is documented in a separate agreement in writing between the employee and the employer;
- the employee is paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- the employee has taken at least two (2) weeks in the previous twelve (12) months.

Part time employees will be eligible to cash out accrued annual leave on a pro rata basis.

Additional annual leave shall not accrue for overtime.

Annual Leave for Shift Workers

Over a twelve month period, employees who are regularly rostered to work shifts during the seven day, 24 hour roster, and who regularly work on Sundays and public holidays will be regarded as being "shift workers" within the meaning of the National Employment Standards and shall receive a maximum of five (5) additional days of annual leave which will accrue on a prorata basis.

7.2 PERSONAL LEAVE

Entitlement

Full time employees will accrue 10 days personal leave on full pay as per the NES plus 10 days on half pay per annum, cumulative from year to year. Part time employees will accrue personal leave credits on a pro rata basis.

An employee with responsibilities in relation to members of their immediate family or household who need their care and support due to injury or illness may also utilise Personal Leave to meet these responsibilities. In the event that a dependent's illness necessitates an employee's absence from the workplace,

part days may be taken.

Employees with 5 years or more of continuous employment or whose personal circumstances require special consideration, may apply to convert their half pay personal leave credits to full pay for that absence.

Employees are required to notify their supervisor as soon as practicable, and where possible prior to their time of commencement, if they will not be attending for duty on any working day.

An employee may elect, with the consent of the responsible Manager, to take unpaid leave for the purpose of providing care or support to a family or household member who is injured or ill. Unpaid personal leave (of longer than 30 days in any calendar year) is not to count as service for any purpose except in reference to Long Service Leave.

Payments on Separation

Personal leave credits will not be paid out on cessation of employment.

Evidence

Where a reasonable cause exists, the employer may require or request, and if so required or requested, the employee must provide, the following to explain an absence. Either:

- a medical certificate;
- appropriate documentation from a registered health practitioner; or
- a statutory declaration by the employee.

If the employee fails to provide evidence when required to do so, they may be considered to be on leave without pay for the entire period of absence, unless the employee can later justify payment.

7.3 LONG SERVICE LEAVE

All eligible employees will be entitled to long service leave in respect of continuous employment with the employer in accordance with the provisions of this clause and those contained within the relevant State legislation.

On the completion by the employee of 10 years' continuous employment, the employee will be entitled to three months' long service leave. However, in certain or extreme circumstances, and subject to law, the responsible Manager may agree to the payment of any accrued Long Service Leave.

Where the period of continuous employment is less than 7 years but more than 1 year and employment is to cease by way of redundancy, invalidity retirement or retirement from the workforce, pro-rata long service leave will be paid out.

Where the period of continuous employment has reached 7 years but before 10 years, the accrued long service leave will be paid to an exiting employee, save that the employer may, where permitted by law, be relieved from making such a payment if the employee's employment was terminated due to serious misconduct.

Where an eligible employee has worked other than full-time, they will accrue long service leave based on the greater of either the average hours worked for that period or the last 12 months of that period where this can not be clearly established.

Registered and Enrolled Nurses employed at the employer's Victorian facilities shall be entitled to Long Service Leave in accordance with the provisions of this agreement except in cases where there is an entitlement pursuant to the applicable award derived terms. The applicable award derived terms are set out in clause 20 of the *Nurses (Victorian Health Services) Award 2000*, as in force at 31 December 2009.

For the avoidance of doubt, nothing in this clause is intended to reduce an employee's entitlement to long service leave under the National Employment Standards and the National Employment Standards will prevail to the extent of any inconsistency.

Long Service Leave Definitions

For the purposes of this clause, employment for long service leave purposes includes:

- any absence on annual leave or long service leave;
- any approved absence on account of illness or injury or, if applicable, such longer period as provided under the Personal Leave clause;
- approved duty with other employers;
- time serving in the Australian Defence Force under legislative provisions or where an employee was made available by the employer for National Duty which has not otherwise been recognised;
- service with an Emergency Service; or
- service where otherwise agreed.

Unless otherwise approved by the Authorised Executive, employment with an employer other than those specified in this Agreement or a related entity or a employer acquired by an employer who is party to this Agreement, will not count as service for long service leave purposes.

Long Service Leave will not accrue in respect of any of the following:

- a period of unpaid leave (other than unpaid personal leave) which exceeds 30 calendar days in any calendar year (in which case the whole period of unpaid leave shall not count)
- an unapproved absence;
- a period of employment where a loading was lawfully paid to compensate for long service leave; or
- where the employment relationship was one of a piecework nature as described at clause 2.5 and such service is not recognised by applicable State Legislation.

Payment for Period of Long Service Leave

Payment to an employee in respect of long service leave shall be made at their normal rate of pay at the time the leave is taken. Where any increase to the employee's weekly rate of pay occurs during the period of leave that increase

shall apply from the operative date.

Where an entitlement to long service leave exists and the employment of an employee is for any reason terminated before the employee takes any long service leave to which they were entitled, the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

Payment In Lieu of Long Service Leave on the Death of an Employee

Where an employee who has completed at least 1 year of employment dies while still in the employment of the employer; the employer shall pay to such employee's personal representative a sum equal to the employee's long service leave entitlement.

7.4 PARENTAL LEAVE

Unpaid Parental Leave

Parental leave is leave without pay which may be taken in relation to the birth or adoption of a child, an eligible employee must have completed at least 12 months of continuous service with the employer immediately before taking Parental Leave.

Either parent may be able to take a maximum of 52 weeks of parental leave which may be extended to 104 weeks on advising the employer by no later than the 48th week of such a request. The request will not be unreasonably declined.

Employees can take parental leave in a continuous period which includes all types of leave taken which relates to the birth or adoption and this can include Paid Maternity Leave, Special Parental Leave or Paid Adoption Leave.

If both parents are employed by an employer party, a combined total of 52 weeks of parental leave may be taken, which may be extended to a total of 104 weeks. Except for the first three weeks following birth, parents may not take their leave concurrently.

Casual, sessional, fee for service employees and employees engaged on a fixed term basis with 12 months continuous service may take a period of unpaid absence for parental purposes following the birth or adoption of a child. However, such leave will not extend beyond the end of their contracted employment. A return from this absence at any time does not extend the contractual period.

When an employee returns to work after a period of parental leave, they will be placed in accordance with the following guidelines:

- If the employee was transferred to a safe job, they will return to the position they held immediately before the transfer;
- If the employee began working part-time because of the parental leave or maternity leave, they will return into the position they held immediately before the part-time employment began; or
- Otherwise, they will return into the position they held immediately before they commenced parental leave.

Upon cessation of parental leave for any reason, the primary position to return to shall be the role that the incumbent held prior to commencement of the leave and at the usual hours worked. Where agreed, employees may return to work on a part-time basis.

If the position that the employee held immediately before commencing the parental leave no longer exists, except where a redundancy should be properly executed, the employee must be employed in a position nearest in status and remuneration to that which they previously held.

A period of unpaid parental leave does not act to extend tenure.

On return from parental leave, the employer will consider any request for part-time work in accordance with the provisions of the Act.

Paid Maternity Leave

An eligible employee will be entitled to up to 14 weeks paid maternity leave which will count as service for all purposes. The rate of pay for the period of paid maternity leave will be calculated as for personal leave on full pay. On request, payment may be spread over 28 weeks. However, where this occurs, the period of paid maternity leave is not extended and remains a maximum of 14 weeks, with the remaining period counting as unpaid parental leave as appropriate.

To be entitled to up to 14 weeks paid maternity leave an employee must:

- have at least 12 months of continuous permanent service with the employer at the date expected birth of the child;
- be the child's Primary Caregiver and
- not be engaged on a casual, sessional employment or fee for service arrangement.

For the purposes of this Agreement, an employee is the **Primary Caregiver** of a child if the child is in the employee's care and the employee meets the child's physical needs more than anyone else during the relevant period.

If a pregnant employee, who is entitled to parental leave (whether paid or unpaid), continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to provide a medical certificate containing the following statements (as applicable):

- a statement of whether the employee is fit for work; and
- if the employee is fit for work, a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
 - illness, or risks, arising out of the employee's pregnancy; or
 - hazards connected with the position.

In cases where an employee is confined earlier than 6 weeks before the expected date of birth, the 14 week period of paid maternity leave commences from the date of confinement.

Special Parental Leave

Employees may take up to 10 days accrued personal leave with pay from the date of birth for a child born of their spouse or de facto partner. Where insufficient accruals are available, the employee may take advanced personal leave on approval from the relevant manager.

Paid Adoption Leave

An eligible employee will be entitled to up to 14 weeks' paid leave which will count as service for all purposes. The rate of pay for the period of paid leave will be calculated as for personal leave on full pay. On request, payment may be spread over 28 weeks. However, where this occurs, the period of paid adoption leave is not extended and remains a maximum of 14 weeks, with the remaining period counting as unpaid parental leave.

To be entitled to up to 14 weeks paid adoption leave, an employee:

- will be the child's Primary Caregiver;
- must have 12 months continuous permanent service at the time of placement of an eligible child (as defined by the Act); and
- not be engaged on a casual, sessional employment or fee for service arrangement.

7.5 MISCELLANEOUS LEAVE WITH PAY

The employer recognises that from time to time employees will need to take leave which will benefit both the employer's commercial position and its place in the community as a good corporate citizen. In such circumstances the responsible Manager may approve the granting of leave on full pay.

The following are examples where Miscellaneous Leave With Pay may be appropriate:

- War service sick leave;
- Returned soldiers pension & medical purposes;
- Personal disaster;
- Participation in international sporting events;
- Compensation/Accident, not arising from direct employment;
- Attendance as a compulsory witness;
- Attendance at courses/seminars;
- Study leave to attend exams;
- Donating Blood.

7.6 LEAVE WITHOUT PAY

Leave Without Pay (LWOP) is available to employees to enable an extended absence from the workplace for the pursuit of personal or other interests.

The decision to approve LWOP will be based on one or more of the following:

- The benefits to the employer;
- The benefits to the employee;
- The period of the leave;
- The reasons for the request; and
- Operational requirements.

The following examples are where Leave Without Pay may be appropriate:

- Specific Defence Force activities;
- Full time Defence Service;
- Appearance as a voluntary witness;
- Engagement in other employment in the interests of the employer;
- Engagement in employment in the interests of defence or public safety;
- Participation in an political election campaign; or,
- Attendance at ceremonial activities.

Leave without pay in excess of 30 calendar days in any calendar year will not count as service for leave accrual purposes except where specifically accepted. However, being absent on approved leave without pay does not break service.

7.7 COMMUNITY SERVICE LEAVE WITH PAY

An employee will receive payment when on leave as follows:

- Jury service of up to 10 days as make up pay;
- Defence Service training as make up pay only;
- Defence Force Reserve enlistment as make up pay only; and
- Volunteer emergency services, paid at ordinary base rate of pay. .

For the purpose of this clause, make up pay refers to the amount calculated as the difference between actual earnings and the amount paid by any external authority in relation to that leave.

In addition an employee may be entitled to unpaid community service leave in accordance with the National Employment Standards (NES).

The employee is required to provide the Company with reasonable notice and proof of requirement to attend for community service leave.

7.8 PURCHASED LEAVE

Permanent employees may purchase a maximum of 4 weeks leave after 12 months employment to enable their absence from the workplace for periods in addition to their available annual leave. Applications for purchased leave need to be approved by the Manager and will not unreasonably be refused.

The employee agrees to repay, via regular salary deductions, the total value of the purchased leave over a maximum period of 12 months.

Purchased leave does not count as service for leave accrual purposes if, in conjunction with other unpaid leave, the combined total exceeds 30 calendar days in any calendar year. Purchased leave forms part of continuous service.

Where an employee ceases employment without having fully repaid the value of any purchased leave previously taken, any such unpaid amount will be treated as an overpayment which the employer will seek to fully recover upon cessation.

7.9 COMPASSIONATE LEAVE

Compassionate Leave to a maximum of 3 days leave with pay per occurrence is available to any employee.

8. REDUNDANCY, REDEPLOYMENT & RETRENCHMENT

8.1 REDUNDANCY

- 8.1.1** In general, redundancy occurs where the employer has made a definite decision that it no longer wishes the position an employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 8.1.2** A position may be redundant in such circumstances as (but not limited to):
- a position being deemed by the employer to be in excess of its operational requirements (for operational reasons);
 - the position is no longer required due to the introduction of workplace change (including technology changes); or
 - changes resulting from a review and subsequent restructure of functions within the organisation (including the position[s] being transferred to a different locality).
- 8.1.3** For the purpose of consultation, redundancy is considered to be a significant workplace change and as such clause 1.6 (Consultation) of this Agreement will apply. Specifically, the following consultation shall occur, as a minimum, in relation to a proposed redundancy:
- the employer will hold discussions with the employee(s) directly affected by the proposed redundancy, and any chosen employee representative(s), within a reasonable period after the employer has determined that the positions are to be made redundant; and
 - the nature of the above discussions will be to consult on redeployment opportunities, the potential number of terminations resulting from the redundancy, the category(ies) of employees affected and, if applicable, any measures that may minimise the number of terminations.

8.2 REDEPLOYMENT

- 8.2.1** The employer will provide an employee whose position has been made redundant an opportunity to be considered for an alternative position within the Medibank Group during the agreed notice period. Redeployment may be to either a role that is considered on an overall basis to be a "suitable alternative position" or an "alternative position".
- 8.2.2** A "suitable alternative position" means a position that on an overall basis draws upon the employee's skills, competencies and experience without diminishing work capacity, status, income or equivalent career progression.
- 8.2.3** An "alternative position" means any position the employee elects to accept and is not limited to a "suitable alternative position".
- 8.2.4** Where an employee is on sick leave with a medical certificate at the time their position is made redundant, the remaining period of sick leave will not be included in the notice period.
- 8.2.5** Where redeployment to an alternative position occurs, the current salary rate shall continue for the minimum statutory notice period.

8.3 RETRENCHMENT

- 8.3.1** Clause 8.4 of this Agreement describes the employees who are eligible to be covered by this clause 8.3. An employee who is covered by this clause 8.3 and whose employment is terminated on account of redundancy ("Retrenchment") shall be provided advice in writing of the pending Retrenchment including the exit date and estimate of final payment.
- 8.3.2** Subject to clause 8.3.3, an employee who is retrenched will receive:
- two (2) weeks' base salary for each completed year of service; plus,
 - a pro-rata base salary payment for any remaining completed months of continuous service ("Severance Pay").
- 8.3.3** Severance pay will be a minimum of four (4) weeks and capped at fifty-two (52) weeks and at no time less than the minimum severance as prescribed in the National Employment Standards
- 8.3.4** Either the employer or the employee may elect payment in lieu of notice in place of the employee working through the notice period.
- 8.3.5** Severance pay is not payable:
- where the employee resigns prior to receiving written notice of termination (refer sub-clause 8.3.1).
 - to casual employees, employees on fixed term agreements, employees on fee for service arrangements or employees who are dismissed.
 - where the employee is offered and the employee declines an offer of a suitable alternative position within the Medibank Group.
 - where the employee accepts an alternative position within the employer. For the purpose of applying this provision, an "alternative position" can be any position and not limited to a "suitable alternative position" as defined above.
 - Where the employer's business, or part of its business, transmits or transfers to another employer ("transmittee") and the employee accepts employment with a transmittee which recognises the period of continuous service which the employee had with the employer (including service set out in sub-clause 8.3.8) to be continuous service of the employee with the transmittee; or,
 - Subject to s122(4) of the Fair Work Act 2009, where the employee rejects an offer of suitable alternative employment with the transmittee on terms and conditions which are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the employer, and which recognises the period of continuous service which the employee had with the employer (including service set out in sub-clause 8.3.8) to be continuous service of the employee with the transmittee.
 - "Transmission" includes transfer (including a transfer of business under the Act), conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

8.3.6 For the avoidance of doubt, severance related payments (refer sub-clauses 8.3.2, 8.3.3 and 8.3.7) are payable to an employee who in a transmission who:

- is not offered employment with the transmittee;
- is offered employment with the transmittee that does not recognise continuity of service and accrued entitlements; or
- is offered terms and conditions which are not substantially similar and are less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the employer.

8.3.7 For the purpose of calculating length of service for this clause, an employee who was engaged as a Commonwealth employee with Commonwealth service immediately prior to joining the employer, shall have this service recognised.

8.3.8 Service as a Commonwealth employee with a Commonwealth service will not be recognised if the employee commences with the employer on or after the date in which the employer ceases to be a Government owned enterprise.

8.4 CASUAL, SESSIONAL, FEE FOR SERVICE & FIXED TERM EMPLOYEES

The redundancy, redeployment and retrenchment provisions do not apply to employees engaged on fixed term agreements, employees engaged on fee for service (e.g. JCA) arrangements or on a casual or sessional basis with the exception of the conditions expressed in the clause below.

The redundancy, redeployment and retrenchment provisions shall apply if:

- a casual, fee for service or sessional employee has worked on a regular and systematic basis for a continuous period of more than twelve (12) months; or,
- an employee on a Fixed Term Agreement has worked a continuous period of more than twelve (12) months and has commenced a second or subsequent Fixed Term Agreement without a break in service.

9 TRANSITIONAL ARRANGEMENTS

9.1 EFFECTS OF CLAUSE 5.1 AND 5.2 ON CURRENT SALARY

On the date of effect for the professional minimums shown at clause 5.1, the salary rate for an employee whose salary lies below that level shall increase to that minimum before applying the effect of clause 5.2.

For example:

An employee's FTE salary is \$42,000 per annum but as the new minimum is \$45,000, the employee's FTE salary will move to \$45,000 before the 3.5% increase is applied (worth \$1,575). The employee's FTE will become \$46,575.

Where an employee's salary rate already meets or exceeds the professional minimums shown at clause 5.1, clause 5.2 will apply in full.

For example:

An employee's FTE salary is \$50,000 per annum and a 3.5% increase is worth \$1,750 (\$51,750) but as the new minimum is \$45,000, the employee's FTE salary will move to \$51,750.

9.2 SALARY DIVISORS AND ACCRUAL OF LEAVE ENTITLEMENTS

Employees, who are converting from 38 hours per week to 37.5 hours per week, shall retain their current accrual rate on specified provisions until the conversion applies.

New divisors shall operate from the first full pay in July 2010 from which time fortnightly salary equals annual salary divided by 26.

Where the conversion has the effect of increasing pay, this will be effective in the first full pay period after the agreement is approved by Fair Work Australia.

9.3 RESERVED ITEMS

Productivity Payment Arrangements

Within 6 months of the effective date of this agreement the parties will review the current system for paying incentive bonuses in line with the consultation clause 1.6.

It is the intention of the parties that a satisfactory outcome will replace Attachments A, B and C of this Enterprise Agreement for the duration of this Agreement.

The satisfactory outcome will act to replace Attachments A, B and C of this Enterprise Agreement for the duration of this agreement.

PART 10: SIGNATORIES

SIGNED FOR AND ON BEHALF of)



Medibank Health Solutions)

Name : Matthew Colley

) Position : Group General Manager

) Address : Level 1, 166 Epping Rd

LANE COVE

Dated : 21/12/2010

in the presence of:

Laura Stevenson

Name: Laura Stevenson

Address: Level 1, 166 Epping Road, Lane Cove 2066

Dated : 21/12/10

SIGNED FOR AND ON BEHALF of)



Medibank Private Limited)

Name : ILONA CHARLES

) Position : GGM A+C

) Address : 17200 COLLINS ST.

) DOCKLANDS

Dated : 21/12/10

in the presence of:

Neill

Name: VIRGINIA NEILL

Address: 700 COLLINS ST, DOCKLANDS, VIC

Dated : 21/12/10

SIGNED FOR AND ON BEHALF of the) *Thomas*

Australian Nursing Federation

) Name : Lee Thomas
) Address : 1/365 Queen Street
) Melbourne, 3000.
*Dated : 22/12/2010

in the presence of: *Richards*

Name Debbie Richards
Address 1/365 Queen Street, Melbourne, 3000.

Dated : 22/12/2010

SIGNED FOR AND ON BEHALF of the) 

Community and Public Sector Union

) Name : Rupert Evans
) Address : 10/440 Collins St
) Melbourne VIC 3000

*Dated : 22/12/2010

in the presence of: *Karambatsos*

Name: Bill Karambatsos
Address 10/ 440 Collins St Melbourne VIC 3000

Dated : 22/12/2010

SIGNED FOR AND ON BEHALF of the)

Australian Salaried Medical Officers
Federation (ASMOF)

) Name :
) Address :
)
*Dated : / /

in the presence of:

SIGNED FOR AND ON BEHALF of the)

Australian Nursing Federation

) Name :

) Address :

)

*Dated : / /

In the presence of:

Name

Address

Dated : / /

SIGNED FOR AND ON BEHALF of the)

Community and Public Sector Union

) Name :

) Address :

)

*Dated : / /

in the presence of:

Name

Address

Dated : / /

SIGNED FOR AND ON BEHALF of the) *W Arthur*

Australian Salaried Medical Officers
Federation (ASMOF)

) Name : *WAYNE ARTHUR*

) Address : *LEVEL 4, 42 MACQUARIE
ST, BARTON, ACT*

)
*Dated : *22/12/10*

in the presence of:

Christine Anne Brill JP ACT 1996

Name *CHRISTINE ANNE BRILL*

Address *6 RUPPY PLACE, GARRAN, ACT 2605*

Dated : *22/12/10*

Productivity Payments for Occupational Physicians and Psychologists Not Under Individual Arrangements

Occupational Physicians and Psychologists will have their fee for service calculated on 45% of their actual billings for the fortnight.

Administration and Supporting Professional Employees Productivity Payments Arrangements

Employees in an administrative or supporting role will be paid a performance bonus based on the following arrangements:

- A bonus pool will be established for each office based on EBIT profit each office has made in excess of the office's EBIT profit made the previous year.
- The pool will be funded by a 5% contribution for each dollar EBIT profit in excess of the previous years EBIT profit.
- The pool will be divided between both salaried and casual employees based on FTE over the year amongst employees covered by this agreement subject to employment on 30 June and a minimum of six months with the company. Employees on alternative individual bonus arrangements will not be included in this arrangement.
- As a transitional arrangement, the payment in FY06/07 (for FY05/06) will be 100% assessed on the performance of individual operational offices.*
- In subsequent years, the payment will be apportioned to:
 - 75% based on the individual operational office result;
 - 25% based on the operational regional result.**

Notes:

- (1) Where an employee changes employment type from one that would entitle them to a productivity payment under this arrangement to one which does not, the period of employment served which would otherwise entitle them to a productivity payment shall be counted as long as the other criteria are met.
- (2) * An operational office is an office and its satellites under the management of an Executive.
- (3) ** An operational region is one or more offices under the management of a Senior Executive.

Gainsharing Arrangements

As the operational environment changes, the company may offer revised productivity arrangements with all or some employees to permit access to personal equity in the company and to share in its performance outcomes. Where this is assessed by the company as being of either greater or longer-term benefit to employees covered by this Collective Agreement, the Managing Director will seek a variation to this Collective agreement under the provisions of the relevant Act to replace the above productivity arrangements.

ATTACHMENT B

PRODUCTIVITY PAYMENT ARRANGEMENTS FOR EMPLOYEES PREVIOUSLY COVERED UNDER THE WORK SOLUTIONS AUSTRALIA COLLECTIVE AGREEMENT 2007-2010

Productivity Payments for Allied Health Professionals Not Under Individual Arrangements

This bonus arrangement shall apply from lodgment.

In addition to salary, a bonus will be available to each revenue earning employee based on their productivity.

Employees on alternative individual bonus arrangements including personnel engaged under a Fee For Service arrangement are excluded.

Consultants are expected to bill a minimum of 5.5 hours per working day for 55 days in each quarter.

Where an average of:

- 5.5 billed hours per day (302.50 billable hours per quarter) is achieved, additional billable hours will attract a bonus of 30% of the current applicable Workcover rate; or
- 6.25 billed hours per day (343.75 billable hours per quarter) is achieved, additional billable hours will attract a bonus of 40% of the current applicable Workcover rate.
- A Job Capacity Assessment is equivalent to one and one quarter hours and paid at the current Workcover rate.

This bonus shall be paid quarterly.

Notes:

- (4) Where an employee changes employment type from one that would entitle them to a productivity payment under this arrangement to one which does not or vice versa, the period of employment served which would otherwise entitle them to a productivity payment shall be counted as long as the other criteria are met.
- (5) Where an employee is paid at overtime rates in performing billable hours, a discount to the quarterly bonus paid will be applied.

Administration and Non-Billing Employees Productivity Payments Arrangements Not Under Individual Arrangements

Employees on alternative individual bonus arrangements including personnel engaged under a Fee For Service arrangement are excluded.

Commencing from financial year 2007/2008, employees in an administrative or supporting role will be paid a performance bonus based on:

- A bonus pool will be established for each region based on profit before income tax and interest each has made in excess of the region's profit before income tax and interest made the previous financial year.
- The pool will be funded by a 5% contribution for each dollar profit before income tax and interest in excess of the previous financial years profit before income tax and interest.
- The pool will be divided between both salaried and casual employees based on FTE over the year amongst employees covered by this agreement but subject to employment on 30 June and a minimum of six months with the company.

This bonus shall be paid annually.

Note:

- (1) Where an employee changes employment type from one that would entitle them to a productivity payment under this arrangement to one which does not or vice versa, the period of employment served which would otherwise entitle them to a productivity payment shall be counted as long as the other criteria are met.

Gainsharing Arrangements

As the operational environment changes, the company may offer revised productivity arrangements with all or some employees to permit access to personal equity in the company and to share in its performance outcomes. Where this is assessed by the company as being of either greater or longer-term benefit to employees covered by this Collective Agreement, the Managing Director will seek a variation to this Collective agreement under the provisions of the relevant Act to replace the above productivity arrangements.

ATTACHMENT C

PRODUCTIVITY PAYMENT ARRANGEMENTS FOR EMPLOYEES PREVIOUSLY COVERED UNDER THE TRAVEL DOCTOR TMVC COLLECTIVE AGREEMENT 2007-2010

Productivity Payment Arrangements

Employees on alternative individual bonus arrangements are excluded.

Commencing from financial year 2007/2008 and covering revenue earned from 1 July 2007, eligible employees will have access paid a performance bonus based on:

- A bonus pool will be established for each clinic based on profit before income tax and interest each has made in excess of the clinic's profit before income tax and interest made the previous financial year.
- The pool will be funded by a 5% contribution for each dollar profit before income tax and interest in excess of the previous financial years profit before income tax and interest.
- The pool will be divided based on FTE over the year amongst employees covered by this agreement but subject to employment on 30 June and a minimum of six months with the company.

This bonus shall be paid annually.

Notes:

- (2) Where an employee changes employment type from one that would entitle them to a productivity payment under this arrangement to one which does not or vice versa, the period of employment served which would otherwise entitle them to a productivity payment shall be counted as long as the other criteria are met.
- (3) New clinics shall use a nominal figure for the calculation of the previous financial year.

Gainsharing Arrangements

As the operational environment changes, the company may offer revised productivity arrangements with all or some employees to permit access to personal equity in the company and to share in its performance outcomes. Where this is assessed by the company as being of either greater or longer-term benefit to employees covered by this Collective Agreement, the Managing Director will seek a variation to this Collective agreement under the provisions of the relevant Act to replace the above productivity arrangements.

Undertakings for Medibank Health Solutions (Medical & Allied Health Services Division) Enterprise Agreement 2010 - 2012

1. You have raised a concern regarding the long service leave entitlements applying to certain employees now covered by the HP Award. In respect of this issue, Medibank Health Solutions is prepared to make the following undertaking:

Any allied health professionals employed at the employer's Victorian facilities shall be entitled to Long Service Leave in accordance with the provisions of this agreement except in cases where there is an entitlement pursuant to the applicable award derived terms. The applicable award derived terms are set out in clause 37 of the Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004, as in force at 31 December 2009.

2. It was not the intent that clause 8.3.5 be inconsistent with the NES. Therefore, we provide the following undertaking.

In circumstances where clause 8.3 Retrenchment applies, the clause is not intended to reduce an employee's entitlement to redundancy pay under the National Employment Standards (NES) and the NES will prevail to the extent of any inconsistency.

3. The casual rate paid to employees working weekends has been raised. To ensure that casual employees working weekends receive rates of pay equivalent or in excess of the minimum casual award rates in the Nurses Award 2010, the following undertaking is made.

Notwithstanding the terms of clause 3.3 of the Agreement, Medibank undertakes that a casual employee who works a weekend shift will receive an amount that is at least equivalent to the minimum hourly rate of pay for the employee's salary classification set out at clause 5.1 of the Agreement plus the 20% casual loading and a fifty percent (50%) loading for all hours worked on the weekend shift.

Signed for and on behalf of Medibank Private Limited)..... *K Neill*

) Name: VIRGINIA NEILL
) Position: MANAGER WORKPLACE RELATIONS
) Address: 700 COLLINS ST, DOLKLANDS, VICTORIA
) Date: 30 MARCH 2011

Signed for and on behalf of Australian Salaried Medical Officers Federation (ASMOF)..... *A O Att*

) Name: WAYNE ARTHUR
) Position: INDUSTRIAL OFFICER
) Address: LEVEL 4, 47 MACQUARIE ST BARTON ACT
) Date: 30 MARCH 2011
Signed for and on behalf of Australian Nursing Federation..... *Debbie Richards*

) Name: DEBBIE RICHARDS
) Position: INDUSTRIAL RESEARCH OFFICER
) Address: LEVEL 1 365 QUEEN ST MELBOURNE
) Date: 30 MARCH 2011
Signed for and on behalf of Community and Public Sector Union..... *Debbie Richards*

) Name: BLISTAIR WATERS
) Position: DEPUTY NATIONAL PRESIDENT
) Address: LEVEL 1, 4 BRISBANE AVENUE, BARTON ACT
) Date: 30 MARCH 2011