



Enterprise Agreement (PHI Division) 2010

ARRANGEMENT

<u>ENTERPRISE AGREEMENT (PHI DIVISION) 2010</u>	<u>1</u>
<u>ARRANGEMENT</u>	<u>2</u>
<u>PART 1: GENERAL TERMS</u>	<u>4</u>
1. TITLE	4
2. PERIOD OF OPERATION	4
3. SCOPE AND PARTIES BOUND	4
4. RELATIONSHIP TO POLICIES AND PROCEDURES	4
5. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS.....	4
6. EMPLOYMENT FLEXIBILITY.....	4
7. AGREEMENT AVAILABILITY	4
8. ADVICE - CONDITIONS OF EMPLOYMENT	5
9. FREEDOM OF ASSOCIATION	5
10. HEALTH & SAFETY	5
11. EQUAL EMPLOYMENT OPPORTUNITY & WORKPLACE DIVERSITY	6
12. LEARNING & DEVELOPMENT	7
13. CORPORATE UNIFORM	7
14. RELOCATION OF HOUSEHOLD	7
<u>PART 2: CONSULTATION, ENGAGEMENT & GRIEVANCE SETTLEMENT</u>	<u>8</u>
15. CONSULTATION.....	8
16. GRIEVANCE & DISPUTE SETTLEMENT PROCEDURE	9
17. EMPLOYEE REPRESENTATION	10
<u>PART 3: INCOME & RELATED MATTERS</u>	<u>11</u>
18. SALARY ADVANCEMENT	11
19. HIGHER DUTIES.....	11
20. PAYMENT ARRANGEMENTS.....	13
21. OVERPAYMENT	13
22. SALARY PACKAGING.....	13
23. SUPERANNUATION	13
24. SUBSIDISED MEDIBANK PRIVATE HEALTH INSURANCE	14
25. LINGUISTIC ALLOWANCE	14
26. MEAL ALLOWANCE	15
27. USE OF PRIVATE VEHICLE	15
28. FIRST AID ALLOWANCE	15
29. EXCESS TRAVELLING TIME ALLOWANCE	15
30. BUSINESS TRAVEL EXPENSES	16
<u>PART 4: CLASSIFICATION FRAMEWORK.....</u>	<u>17</u>
31. CLASSIFICATION FRAMEWORK OVERVIEW.....	17
32. COMBINING MPL 2 & MPL 3 CLASSIFICATIONS	17
33. ESTABLISHING AN ASSESSMENT PROCESS (A RESERVED MATTER).....	17
34. SALARY ADVANCEMENT (RESERVED MATTER & TRANSITIONAL ARRANGEMENTS)	17
35. PROMOTION TO A HIGHER CLASSIFICATION.....	18
<u>PART 5: CATEGORIES OF EMPLOYMENT</u>	<u>20</u>
36. FULL-TIME EMPLOYMENT	20
37. PART-TIME EMPLOYMENT	20
38. FIXED-TERM EMPLOYMENT	20
39. CASUAL EMPLOYMENT	20
40. FLEXIBLE EMPLOYMENT (RETAIL ONLY).....	21
41. REVIEW TEMPORARY & CASUAL POSITIONS.....	21
<u>PART 6: HOURS OF WORK & RELATED MATTERS.....</u>	<u>22</u>

42.	ARRANGING NORMAL WORK HOURS – GENERAL INTENT	22
43.	ARRANGING NORMAL WORK HOURS – FULL TIME.....	22
44.	NORMAL FULL TIME SPREAD OF HOURS	24
45.	NORMAL SPREAD OF HOURS.....	24
46.	ARRANGING NORMAL WORK HOURS – PART-TIME.....	24
47.	OVERTIME – FULL-TIME EMPLOYEES.....	25
48.	OVERTIME – PART-TIME EMPLOYEES.....	26
49.	ROSTERED SATURDAY WORK	26
50.	SHIFT WORK	27
51.	SPLIT SHIFTS	28
52.	PUBLIC HOLIDAYS	28
53.	EMERGENCY CALL-BACK.....	28
54.	ON CALL	28
55.	MEAL BREAKS	29
56.	HOME BASED WORK.....	29

PART 7: LEAVE AND ATTENDANCE RELATED MATTERS 30

57.	ANNUAL LEAVE	30
58.	PAID ABSENCE DUE TO PERSONAL SICKNESS OR CARER’S RESPONSIBILITY	31
59.	JURY SERVICE	32
60.	EMERGENCY SERVICE	32
61.	COMPASSIONATE LEAVE	32
62.	PARENTAL LEAVE.....	33
63.	LONG SERVICE LEAVE	35
64.	GOOD HEALTH DAY.....	35
65.	DEFENCE FORCES LEAVE.....	35
66.	LEAVE WITHOUT PAY	36
67.	SPECIAL LEAVE	36

PART 8: EMPLOYEE PERFORMANCE & TERMINATION OF EMPLOYMENT..... 37

68.	PERFORMANCE MANAGEMENT & DISMISSAL	37
69.	ABANDONMENT OF EMPLOYMENT	37
70.	NOTICE TO TERMINATE EMPLOYMENT.....	38
71.	REDUNDANCY, REDPLOYMENT & RETRENCHMENT	38

PART 9: SIGNATORIES 43

SCHEDULE 1: CLASSIFICATION FRAMEWORK..... 45

SCHEDULE 2: EMPLOYMENT FLEXIBILITY ARRANGEMENTS..... 60

SCHEDULE 3: CUSTOMER CONTACT CENTRE 62

1.	CUSTOMER CONTACT CENTRE - NORMAL SPREAD OF HOURS	62
2.	CUSTOMER CONTACT CENTRE – ROSTERS	62
3.	CUSTOMER CONTACT CENTRE - LOADING.....	62
4.	CONSULTATIVE COMMITTEE.....	62
5.	CUSTOMER CONTACT CENTRE PROGRESSION AND RECLASSIFICATION	63

SCHEDULE 4: EXAMPLES - OVERTIME FOR CALL BACK WHILE ON-CALL..... 64

SCHEDULE 5: SALARY RANGES & ALLOWANCES..... 65

PART 1: GENERAL TERMS

1. TITLE

This Agreement shall be known as the "Medibank Private Enterprise Agreement (PHI Division) 2010".

2. PERIOD OF OPERATION

This Agreement shall reach its nominal expiry date on 31 December 2012.

3. SCOPE AND PARTIES BOUND

- 3.1 This Agreement is made under Section 172 of the Fair Work Act 2009 (the "Act") and will be binding on:
- 3.1.1 Medibank Private Limited;
 - 3.1.2 employees who are employed in the classifications set out in Schedule 1 of this Agreement and employed by Medibank in the Private Health Insurance Division ("employee"); and,
 - 3.1.3 the Community and Public Sector Union ("CPSU").

4. RELATIONSHIP TO POLICIES AND PROCEDURES

Medibank 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.

5. RELATIONSHIP TO THE 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 Fair Work Act 2009.

6. EMPLOYMENT FLEXIBILITY

- 6.1 Medibank and an employee covered by this Agreement may agree to make an individual flexibility arrangement as set out in Schedule 2 of this Agreement.
- 6.2 Parties to the Agreement acknowledge that individual flexibility arrangements shall not be applied to individuals covered by the Agreement in a manner that varies a condition of the Agreement collectively across the workforce.

7. AGREEMENT AVAILABILITY

- 7.1 Copies of this Agreement will be made available to employees and prospective employees at the time of an offer of employment, via either electronic or hard copy.
- 7.2 Employees covered by the Agreement and Managers supervising employees covered by the Agreement must be aware, and ensure understanding, of the relevant conditions and entitlements covered by this Agreement.
-

8. ADVICE - CONDITIONS OF EMPLOYMENT

- 8.1 Medibank will provide an employee with written advice of changes to her/his conditions of employment resulting from a change to:
- 8.1.1 Employment status;
 - 8.1.2 Category of employment;
 - 8.1.3 Position;
 - 8.1.4 Classification;
 - 8.1.5 Work location; or,
 - 8.1.6 Salary.
- 8.2 A written offer of employment should also provide advice on the above conditions.

9. FREEDOM OF ASSOCIATION

- 9.1 Medibank will continue to operate in accordance with the freedom of association provisions of the Fair Work Act 2009.
- 9.2 Medibank neither encourages nor discourages membership of employee associations, recognising that under the legislation employees are free to choose whether or not to be a member of such associations and whether or not to participate in any lawful activities in support of that association.

10. HEALTH & SAFETY

- 10.1 Medibank recognises the importance of maintaining a healthy and safe workplace.
- 10.2 Medibank will continue to comply, and at all times strive to exceed, the statutory health and safety standards and regulations.
- 10.3 Employees must exercise reasonable care and diligence in the performance of their duties and comply with all reasonable instructions to protect their own health and safety and the health and safety of others.
- 10.4 The current Occupational Health and Safety ("OH&S") arrangements will be maintained during the life of the Agreement. Specifically, the parties will continue to work co-operatively on the following OH&S matters:
- 10.4.1 Processes for ongoing consultation with employee representatives (including Health and Safety Representatives ["HSRs"]) on OH&S matters;
 - 10.4.2 Agreed Designated Work Groups;
 - 10.4.3 Arrangements for conducting elections for employee HSRs;
 - 10.4.4 Terms of office for HSRs and processes for extending the term;
 - 10.4.5 Maintenance of the local and national Health and Safety Committees; and,
 - 10.4.6 The provision of facilities, training and other related support required to assist the HSRs in assisting with OH&S activities.
- 10.5 All matters pertaining to OH&S, including disputes, will be addressed in accordance with this Agreement, the relevant OH&S legislation, regulations and government authority to which Medibank is respondent. Disputes relating to OH&S commitments made in this Agreement will be dealt with under Clause 16 (Grievance and Dispute Settlement Procedure). All other OH&S matters will be addressed in accordance with the relevant OH&S legislation and/or regulations.
-

10.6 Rehabilitation And Return To Work

- 10.6.1 In the case of a return to work from a workplace injury, the employee's return will be facilitated by Medibank and will be actively pursued and supported by the employee and Medibank.
- 10.6.2 Medibank will not set tasks and/or responsibilities, and an employee will not request tasks and/or responsibilities, that may, in the opinion of a qualified and experienced independent medical practitioner, aggravate the injury. Where practicable the wishes of the employee will be taken into account.
- 10.6.3 In the event of a workplace injury, Medibank will make early contact with the employee to discuss matters pertaining to rehabilitation and return to work.
- 10.6.4 The parties acknowledge that Medibank requires the co-operation of the employee's qualified medical practitioner to assist with the employee's rehabilitation and return to work. Therefore, the employee will not unreasonably withhold her/his consent (written or otherwise) for Medibank to discuss matters relating to the rehabilitation and return to work with her/his medical practitioner. Medibank will respect and maintain the employee's medical privacy and confidentiality.

10.7 Fitness For Work

- 10.7.1 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. Medibank may direct an employee to either not attend or to leave the workplace if it genuinely considers the employee to be unfit for work.
- 10.7.2 At Medibank's request an employee will attend a medical examination, by a qualified medical practitioner nominated by Medibank, who will provide a report on the employee's fitness for work to Medibank. Medibank must have reasonable cause to require such an examination. The employee will not unreasonably withhold her/his consent for Medibank to obtain a copy of the employee's medical report.

11. EQUAL EMPLOYMENT OPPORTUNITY & WORKPLACE DIVERSITY

- 11.1 Medibank values the diversity of its workplace and therefore recognises the importance of maintaining a workplace free of discrimination, harassment and bullying.
- 11.2 Medibank and its employees will continue to ensure the workplace is free of discrimination, harassment, victimisation, bullying or violence.
- 11.3 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.
- 11.4 Medibank will continue to comply with, and at all times strive to exceed, the statutory and regulatory standards required.
-

12. LEARNING & DEVELOPMENT

- 12.1 Medibank recognises the need to ensure employees maintain skills, competencies and professional development to meet both the ongoing and future needs of the business and the employee.
- 12.2 Professional development and training will be provided to employees in accordance with Medibank's learning and development plan and Study Assistance Policy to assist employees with career development, internal mobility and retention.

13. CORPORATE UNIFORM

Employees will be provided, at no cost, a corporate uniform as required and determined by Medibank. Corporate uniforms provided by Medibank remain the property of Medibank.

14. RELOCATION OF HOUSEHOLD

Following consultation and agreement on the terms and conditions of the transfer, an employee may be required to relocate their household to any of Medibank's operations throughout Australia.

PART 2: CONSULTATION, ENGAGEMENT & GRIEVANCE SETTLEMENT

15. CONSULTATION

- 15.1 Medibank 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.
- 15.2 Medibank is committed to continue, and build on, the current levels of employee engagement and consultation.
- 15.3 Specifically, Medibank 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):
- 15.3.1 Significant workplace change;
 - 15.3.2 Implementation of this Agreement and any proposed changes to it;
 - 15.3.3 Development of new and maintenance of existing Policies and Procedures;
 - 15.3.4 New business and operational initiatives (e.g. rostering arrangements, shift work and extended trading hours);
 - 15.3.5 OH&S initiatives in accordance with relevant legislation;
 - 15.3.6 Changes in relevant employment legislation;
 - 15.3.7 Performance appraisal system
 - 15.3.8 Potential shut down over Christmas/year-end period; and,
 - 15.3.9 Changes to the method of arranging work hours (e.g. move from Flex-time to Rostering or a move to "Cluster" arrangements).
- 15.4 When considering workplace change Medibank will:
- 15.4.1 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;
 - 15.4.2 seriously consider a proposal prior to making a final decision;
 - 15.4.3 wherever reasonable act to minimise any adverse effects on the employee(s) concerned;
 - 15.4.4 make a decision on the proposed change taking into account the feedback of employees and their chosen employee representatives; and,
 - 15.4.5 communicate to affected employees Medibank's decision.
- 15.5 All parties to the Agreement will not unreasonably oppose any initiative and, wherever possible, support jointly agreed outcomes.
- 15.6 In addition to the consultation on matters described above, the parties agree to regular consultation in the form of an advisory group to assist with timely delivery of the reserved matters in the Agreement and oversight of the general operation of the Agreement. Medibank and CPSU will agree on the structure of the advisory group(s) and recognise that outcomes of considerations of the advisory group(s) are not binding on the parties. Where appropriate, the facilitation of local workplace consultation will also be encouraged.
- 15.7 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.

16. GRIEVANCE & DISPUTE SETTLEMENT PROCEDURE

- 16.1 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. This process deals with matters which pertain to the relationship between Medibank and persons who, at any time when the Agreement is in operation, are employed by Medibank and are bound by the Agreement. For the avoidance of doubt this includes matters in relation to the National Employment Standards.
- 16.2 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.
- 16.3 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 Medibank including (but not limited to):
- 16.3.1 Notification of the dispute;
 - 16.3.2 Speaking on behalf of the employee; and,
 - 16.3.3 Advising the respective party of the nature and details of the dispute.

16.4 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 Medibank'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.

- 16.5 If Medibank, an employee and/or the employee's chosen employee representative fail to observe the procedure set out in clause 16.4 (which inhibits genuine resolution at the workplace) the parties agree that the matter can be referred immediately by any party of the dispute to Fair Work Australia consistent with Step 5.
- 16.6 Although this procedure refers to employees in the singular the procedure also applies to collective disputes.
- 16.7 With the exception of reasonable health and safety concerns, an employee will continue to work as reasonably directed by Medibank within the normal operational requirements that existed prior to the dispute while the matter is resolved.

17. EMPLOYEE REPRESENTATION

- 17.1 Medibank recognises the benefit of maintaining a collaborative relationship with its employees and their representatives. In particular Medibank recognises the value of workplace representatives in promoting a harmonious workplace, assisting Medibank in educating the workforce in workplace matters and assisting in the resolution of grievances.
- 17.2 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.
- 17.3 Employees who perform the role as a recognised employee representative (union or non-union) will be provided (subject to normal operational requirements) with:
- 17.3.1 appropriate training;
 - 17.3.2 paid leave to attend training;
 - 17.3.3 facilities such as (but not limited to) notice-boards, meeting rooms, relevant written material, union and relevant internet sites; and,
 - 17.3.4 sufficient time to perform their representative role (including reasonable time to prepare and attend meetings).
-

PART 3: INCOME & RELATED MATTERS

Medibank is committed to ensuring its employees are competitively remunerated for the work performed. This commitment underpins the approach to salary adjustment and other income related matters contained in this part of the Agreement.

18. SALARY ADVANCEMENT

18.1 Salary Increase

Employee base salaries will be adjusted by:

18.1.1 A 3.25 per cent increase from the first full pay period on or after 1 January 2010

18.1.2 A 3.5 per cent increase from the first full pay period on or after 1 January 2011;
and,

18.1.3 A 3.5 per cent increase from the first full pay period on or after 1 January 2012.

18.2 Allowance Adjustments

Allowances contained in this Agreement will be increased in accordance with the table in Schedule 5.

18.3 Incentive Schemes

Medibank may, from time to time, provide employees with the opportunity to participate in incentive schemes designed to meet specific commercial and operational requirements of the business.

19. HIGHER DUTIES

19.1 An employee may agree at any time during the term of this Agreement to perform duties in excess of her/his current role ("Higher Duties"). Subject to this clause, an employee who agrees to perform Higher Duties shall receive a Higher Duties payment consistent with this clause, at the payment level agreed between the employee and the Manager for such work.

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

19.2.1 they demonstrate the necessary skills and competencies to perform the Higher Duties; and,

19.2.2 they are prepared to assume the additional responsibilities of the Higher Duties.

19.3 Determining Higher Duties Payment

19.3.1 Where an employee is required to perform all the duties of a higher classified position, the employee will be paid an amount equivalent to the difference between the employee's base salary and the lowest base salary point for the higher classification for the agreed period that the Higher Duties are performed.

19.3.2 Where an employee is required to perform part of the duties of a higher classified position, the employee will be paid a proportionate amount of the difference between the employee's base salary and the lowest base salary point for the higher classification for the agreed period that the Higher Duties are performed.

19.4 Higher Duties Qualifying Period

To qualify for Higher Duties an employee must:

19.4.1 Complete ten (10) consecutive or non – consecutive working days of Higher Duties for a particular classification (it is expected that the employee completes these ten

days in a manner in which she/he is exposed to the range of activities, task and competencies necessary to perform the Higher Duties).

19.4.2 A part-time employee shall complete the ten (10) consecutive or non-consecutive working days qualifying period in an equivalent period commensurate with her/his part-time hours.

19.4.3 All days worked towards the Higher Duties qualifying period must be recorded.

20. PAYMENT ARRANGEMENTS

- 20.1 Salaries will be paid in arrears (or in the case of planned leave in advance at the request of the employee) electronically into the employees' nominated account on a fortnightly basis.
- 20.2 An employee's fortnightly salary is calculated by dividing the annual salary (excluding superannuation and other packaged deductions) by twenty six (26). The hourly rate is calculated as follows:
Full Time Equivalent Annual Salary ÷ 1950 = Hourly Rate

21. OVERPAYMENT

- 21.1 Employees are required to regularly review their payslips and immediately bring to the attention of the Pay Office any overpayments and/or other anomalies.
- 21.2 Any overpayment will need to be repaid as soon as practicable as agreed by Medibank and the employee.
- 21.3 Any overpayment, not repaid prior to termination of employment, will be deducted from the sum amount of the employee's final termination pay.

22. SALARY PACKAGING

- 22.1 An employee may, with the agreement of Medibank, package part of his/her base salary.
- 22.2 The employee will pay any fringe benefits tax and administration costs incurred as a result of the salary packaging arrangement.

23. SUPERANNUATION

- 23.1 Medibank will make superannuation contributions in accordance with relevant legislation.
- 23.2 Employees may elect which complying superannuation fund they wish contributions to be paid in to. Where an employee does not specify a fund the primary and default fund will be Australian Government Employees Superannuation Trust (AGEST).
- 23.3 Parties to the Agreement will continue to work in collaboration with the relevant funds to ensure that employees are kept aware of the full range of superannuation benefits available to them.
- 23.4 **Defined Benefit Funds**
If, as a result of Medibank no longer being a Government owned enterprise, employees cease to be eligible to participate in either the Commonwealth Superannuation Scheme (CSS) or the Public Sector Superannuation scheme (PSS), Medibank will, in consultation with the affected employees (and if chosen their employee representatives), establish an alternative fund that will maintain the level of employer contributions at the specified level of the existing fund at the time of sale.
-

24. SUBSIDISED MEDIBANK PRIVATE HEALTH INSURANCE

- 24.1 Medibank shall provide employees (excluding fixed-term and casual employees) with a minimum subsidised reduction in their Medibank Private Health Insurance premium of thirty three and one third ($33\frac{1}{3}$) per cent.
- 24.2 The subsidised rate is only available for the employee's personal membership (single or family).
- 24.3 Medibank may withdraw this benefit to an employee in a case of misconduct relating to a breach of fund rules.
- 24.4 Participation in the scheme will continue whilst the employee is on paid leave or unpaid parental leave.
- 24.5 Participation in the scheme will cease if the employee resigns, retires with less than five years' service or is dismissed.
- 24.6 If an employee retires, with five (5) or more years' service with Medibank, or is retrenched as a result of redundancy, the employee may make an advance payment of twelve (12) months' premium at the staff subsidised rate, prior to ceasing employment.

25. LINGUISTIC ALLOWANCE

- 25.1 A Linguistic Allowance will be payable to an employee where Medibank has identified a need for a particular language ability to support the operational requirement of the workplace.
 - 25.2 The Linguistic Allowance will cease to apply if Medibank engages a third party to provide interpreter services and as a consequence Medibank employees are not required to provide interpreting support.
 - 25.3 To be eligible for the payment of the Linguistic Allowance the employee must possess a current industry recognised linguistic qualification (including practical competency) in a language required by Medibank.
 - 25.4 For the purpose of applying the above clause, a recognised linguistic qualification shall be a language competence accredited at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1 and Level 2.
 - 25.5 An employee who satisfies the above criteria and makes themselves available to provide interpreter services shall be paid an allowance as stated in Schedule 5 of this Agreement.
 - 25.6 This allowance will continue to be paid:
 - 25.6.1 whilst the employee is on annual leave; or,
 - 25.6.2 for all other leave types, for the first four (4) weeks' continuous absence for each instance.
-

26. MEAL ALLOWANCE

- 26.1 When working approved overtime, an employee will either be provided with a meal or receive a meal allowance to the amount stated in Schedule 5 of this Agreement.
- 26.2 Meal allowance will not be paid if:
- 26.2.1 the employee has worked less than five (5) continuous hours;
 - 26.2.2 the overtime hours are worked within the normal spread of hours as detailed in clause 45.1.3 (Arranging Normal Work Hours); or,
 - 26.2.3 the employee was given at least twenty-four (24) hours' notice to work overtime.

27. USE OF PRIVATE VEHICLE

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

28. FIRST AID ALLOWANCE

- 28.1 The First Aid Allowance stated in Schedule 5 of this Agreement will be payable to an employee who:
- 28.1.1 Is appointed by Medibank to be a First Aid officer;
 - 28.1.2 Holds a current First Aid certificate at a competency level required by Medibank and issued by a provider recognised by Medibank; and,
 - 28.1.3 Holds themselves ready to attend incidents within the workplace requiring first aid.
- 28.2 This allowance will continue to be paid:
- 28.2.1 whilst the employee is on annual leave; or,
 - 28.2.2 for all other leave types, for the first four (4) weeks' continuous absence for each instance.

29. EXCESS TRAVELLING TIME ALLOWANCE

- 29.1 The Excess Travelling Time allowance will be paid to an employee for additional travel that adds more than a total of one (1) hour per day to the employee's usual travel time ("excess travel") and is associated with:
- 29.1.1 Temporary assignments to another location (where such assignments are not inherent to the role [e.g. Mobile Kiosks, Flexible employees]);
 - 29.1.2 Travelling on temporary official business as directed by Medibank (where such travel is not an inherent requirement of the role); or
 - 29.1.3 Travel for special circumstances approved by Medibank that require the employee to spend time outside her/his usual hours of duty and in excess of the time usually spent travelling to and from work and the employee's normal place of residence. For
-

example (but not limited to), attendance at trade exhibitions, promotional events and agricultural shows.

- 29.2 For the purposes of this clause "*usual travel time*" relates to the usual time spent travelling to and from the employee's usual place of work and their normal place of residence, regardless of the day that the travel occurs. The qualifier that the allowance is payable when the additional travel "adds more than one (1) hour per day to the employee's usual travel time" relates to "usual travel time" as defined above.
- 29.3 The Excess Travelling Time allowance will be paid for each completed hour of "excess travel" up to and including the time the employee reaches his/her destination. The amount of the hourly allowance shall be equivalent to the employee's base hourly rate.
- 29.4 The allowance is only payable when the "excess travel" occurs outside the employee's normal or rostered hours of work. The one hour of travel required to qualify for the excess travel will be included in the payment of the allowance.
- 29.5 If an employee works overtime at their normal place of work there is no entitlement to excess travelling time allowance.
- 29.6 If an employee works either overtime or ordinary hours at a place of work which requires less than their "usual travel time" there is no entitlement to the excess travelling time allowance.
- 29.7 If an employee works either overtime or ordinary hours at a place of work which adds more than one hour per day to their "usual travel time" there is an entitlement to excess travelling time allowance.
- 29.8 In special circumstances where an employee works overtime or ordinary hours of work and is required to spend more than one hour per day travelling in addition to their "usual travel time" there is an entitlement to excess travelling time allowance.
- 29.9 The allowance will be payable as a component of salary for a maximum period of twelve (12) consecutive weeks.
- 29.10 Employees who qualify to receive the Excess Travelling Time Allowance will also be reimbursed the difference between their normal fares incurred and the fares incurred as a result of the excess travel.
- 29.11 This clause is not applicable to excess travel resulting from action as a consequence of disciplinary action, employee initiated learning and development activities or any other employee initiated requests.

30. BUSINESS TRAVEL EXPENSES

An employee will be reimbursed for "out-of-pocket" expenses associated with approved business travel, in accordance with Medibank policy upon substantiation to Medibank of such expenses.

PART 4: CLASSIFICATION FRAMEWORK

31. CLASSIFICATION FRAMEWORK OVERVIEW

- 31.1 The parties have agreed to the introduction of a new classification framework (refer to Schedule 1: Classification Framework). This framework identifies and defines base capabilities (also commonly referred to as competencies) for the performance of tasks within each classification.
- 31.2 The key functions of the framework are to:
- 31.2.1 determine an employee's classification through assessment of demonstrated attainment of capabilities as set out in Schedule 1;
 - 31.2.2 to establish an objective, consistent, transparent, fair and equitable method of assessing salary advancement through a salary range within a classification; and,
 - 31.2.3 to establish an objective, consistent, transparent and equitable method of assessing suitability to be promoted to a higher classification.

32. COMBINING MPL 2 & MPL 3 CLASSIFICATIONS

The development of the Classification Framework identified that there were no significant distinguishing factors between MPL 2 and MPL3. Therefore, the parties agreed that the MPL 2 and MPL 3 classifications should be combined into a single band and wage range.

33. ESTABLISHING AN ASSESSMENT PROCESS (A RESERVED MATTER)

- 33.1 Success in implementing the Classification Framework relies on having in place a valid, practical and accessible classification assessment process.
- 33.2 The parties have agreed to commence discussions on an assessment process for the Classification Framework within three months of the commencement of the Agreement. It is expected that the assessment process will be operational in time to assess employees wishing to be assessed for promotion to a higher classification in August 2010.

34. SALARY ADVANCEMENT (RESERVED MATTER & TRANSITIONAL ARRANGEMENTS)

- 34.1 The parties are committed to replacing the process of salary advancement set out in the previous Collective Agreement (which relies on the application of a minimum adjustment of 1.5% based on performance ["current salary advancement"]) with a more objective, consistent, transparent, fair and equitable salary review process. The new process for determining salary advancement will be an agreed approach to ensure that employees' wages reflect an appropriate level within their classification range based on:
- 34.1.1 The attainment of capabilities required for the role as set out in the classification framework;
 - 34.1.2 The employee's performance as rated through the performance appraisal process and any formal performance improvement discussions; and,
 - 34.1.3 The employee's experience within the role.
- 34.2 To meet the above commitment, the parties have agreed to commence discussions within three months following the commencement of the Agreement and have an agreed process to replace the current salary advancement in place prior to May 27th, 2011.
- 34.3 The parties acknowledge that the replacement process shall:
- 34.3.1 Improve advancement opportunities through a salary range;
-

34.3.2 Move away from the existing set minimum percentage adjustment;

34.3.3 Introduce a salary range for MPL 4 as per schedule 5; and,

34.3.4 Not reduce an employee's salary.

34.4 The parties are committed to delivering the above changes through ongoing good faith bargaining prior to July 2011 to ensure effective movement through the newly created MPL 2/3 broad band and introduction of a MPL4 salary range. However, the CPSU has expressed concern that failure to agree on a new process prior to July 2011 will result in employees not having entitlement to advance through a salary range. Therefore, in the event that the parties are unable to agree on the replacement or interim process prior to May 27th, 2011 (which may follow the utilisation of the Grievance & Dispute Settlement Procedure [refer clause 16]), employees' salary advancement notionally due in July 2011 will be based on the current salary advancement process until such time as the replacement process becomes operational.

34.5 The parties agree that to assist in the transition to a new salary advancement process and in the absence of an agreed assessment process for the new Classification Framework, employees will have their salary advancement determined for the July 2010 review by the current salary advancement process as set out below ("Transitional Arrangements").

34.5.1 In addition to the minimum increases stated in clause 18.1, Medibank will review employees' salaries each July to determine, at Medibank's discretion, any additional adjustments due to performance.

34.5.2 Employees who are rated by Medibank as being "New to Role" (or equivalent) may not receive a performance adjustment.

34.5.3 Employees who are rated by Medibank as "Not Meeting Expectations" (or equivalent) will not receive a performance adjustment.

34.5.4 Employees who are rated by Medibank as, "Effective Contributor" and above under the current performance appraisal process (or the equivalent rating if the current process changes) shall receive:

- i) For employees classified as MPL 1, 2/3 and 5, an additional salary adjustment of no less than 1.5% of the employee's base salary and no greater than the top of the salary range for the employee's classification.
- ii) For employees classified as MPL 4, a one-off payment of no less than 1.5% of the employee's base salary.

[Note: MPL 4 employees receive a one-off payment, as there is no salary range for this classification]

35. PROMOTION TO A HIGHER CLASSIFICATION

35.1 An employee will be provided with the opportunity to be assessed for promotion to the next level classification at November and May each year, with the exception of promotion to the MPL 5 level. With the exception of MPL 5 (refer to 35.3), approved promotion to the next level classification will be effective from commencement of the first pay period following completion of the approved assessment.

35.2 To be re-classified to the next classification level, an employee must demonstrate that they have attained at least fifteen (15) per cent of the capabilities required when moving into MPL 2/3 and twenty five (25) percent when moving into MPL 4.

- 35.3 Promotion to the MPL 5 level occurs where a MPL 5 position becomes available. Promotion to that classification will be based on merit; addressing (but not limited to), performance, experience and demonstrated attainment of at least thirty-five (35) per cent of the capabilities required for the role.
- 35.4 Whilst an assessment process is being developed for the new Classification Framework, employees will be assessed in August 2010 instead of May 2010, when it is expected that the assessment process will be operational. Successful reclassifications will be back dated to July 5th, 2010.

PART 5: CATEGORIES OF EMPLOYMENT

36. FULL-TIME EMPLOYMENT

- 36.1 A full-time employee is defined as one who works an average of:
- 36.1.1 seven and one half (7½) hours per day (excluding unpaid meal breaks);
 - 36.1.2 thirty-seven and one half (37½) ordinary hours per week; or,
 - 36.1.3 one hundred and fifty (150) hours over a four (4) week period.

37. PART-TIME EMPLOYMENT

- 37.1 A part-time employee is defined as one who works on average less than thirty-seven and one half (37½) ordinary hours per week.
- 37.2 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.
- 37.3 Where such an arrangement would not interfere with the normal operational requirements of the role and Medibank approves such an arrangement, an employee may request to enter into a job sharing arrangement with a colleague.
- 37.3.1 For the purposes of this clause "job sharing" is an arrangement that allows two employees to share all the duties and responsibilities of a permanent position, and should not result in additional employment costs.
 - 37.3.2 An employee who relieves his/her "job share" partner during an absence shall be paid for the hours worked at the normal rate of pay.
 - 37.3.3 Employees in a job-share position are required to plan leave with their Manager in a manner that limits the impact on the normal operational requirement of the role. This provision should not be applied in excess of the expectation of a full time employee applying for leave.

38. FIXED-TERM EMPLOYMENT

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

39. CASUAL EMPLOYMENT

- 39.1 A casual employee must be advised that he or she is specifically engaged and paid as a casual.
- 39.2 A casual employee is engaged on an hourly basis when required by Medibank with a minimum payment of four (4) hours for each occasion the casual employee is required to attend work. An employee may, with the agreement of Medibank, request for personal reasons to work and be paid for a period less than four (4) hours.
-

- 39.3 A casual employee will be paid an hourly rate commensurate to their salary classification plus a twenty (20) per cent casual loading. The casual loading is paid in recognition of the casual nature of the work and in lieu of annual leave, personal leave, public holidays or other forms of entitlement not applicable to casuals.
- 39.4 A casual employee will be paid at overtime rates, less the twenty (20) per cent casual loading, for pre-approved hours worked in excess of thirty-seven and one half (37½) per week.

40. FLEXIBLE EMPLOYMENT (RETAIL ONLY)

- 40.1 A "Flexible Employee" is one who is engaged to work within the retail network on a flexible basis:
- 40.1.1 between sixty (60) and one hundred and fifty (150) hours over a four (4) week roster on a flexible basis; or,
 - 40.1.2 by agreement between thirty (30) and one hundred and fifty (150) hours over a four (4) week roster on a flexible basis; and,
 - 40.1.3 may have their location of work varied with no less than twenty-four (24) hours' notice; and,
 - 40.1.4 is not engaged as either a casual employee; or,
 - 40.1.5 is not engaged as a "Part-time – Flexible Hours" employee (refer to sub-clause 46.1.2. [Part-time- Flexible Hours]); or,
 - 40.1.6 is not engaged in a position where the employee is required to work across a number of locations within a defined group of retail outlets (commonly referred to as a "Cluster"); or,
 - 40.1.7 is not engaged in a position where the employee is required to service a "Mobile Kiosk".
- 40.2 A Flexible Employee's salary, annual leave, personal leave, long service leave and public holidays will accrue on a pro-rata basis.
- 40.3 A Flexible Employee will receive a ten (10) per cent loading in addition to her/his base hourly rate while engaged to work under the "Flexible Employee" conditions.

41. REVIEW TEMPORARY & CASUAL POSITIONS

- 41.1 Medibank will review temporary and casual positions that have been used on a regular and systemic basis for more than twelve continuous months to assess the ongoing nature of the position.
- 41.2 This review will include positions where employees have been engaged on a fixed term or casual basis and labour engaged via a third party provider or independent contracting arrangement.
- 41.3 Medibank will consider the outcome of a review described above and other relevant operational requirements in determining if a temporary or casual position should be transferred to an ongoing permanent position.
-

PART 6: HOURS OF WORK & RELATED MATTERS

42. ARRANGING NORMAL WORK HOURS – GENERAL INTENT

It is important, for the ongoing competitiveness and financial health of the business, that Medibank is able to allocate the hours of its workforce to meet customer expectations and operational requirements whilst seeking to accommodate employees' work/life balance and considering personal safety and security. The provisions within this part of the Agreement should be read and applied in a manner consistent with this intent.

It is also expected that hours of work are arranged consistently with workplace health and safety requirements. In particular hours of work shall be arranged in such a manner that there are adequate resources available to accommodate for reasonable comfort breaks throughout a shift.

43. ARRANGING NORMAL WORK HOURS – FULL TIME

A Full-time employee's normal work hours may be determined by one of the following two arrangements: Rostered Hours or Flex-time.

43.1 Rostered Hours

43.1.1 In a genuine attempt to develop agreed rosters, Managers will consult with the relevant employee(s) subject to the terms of Schedule 3, clause 2, for Customer Contact Centre employees. Rosters will be determined by the authorised Manager to meet the operational requirements of the business including (but not limited to) the needs of the customer and employees covered by the roster.

43.1.2 An "authorised Manager" means a Manager who has been given authority and responsibility by Medibank to make the decision on that particular matter/issue.

43.1.3 Rosters will be published with seven or more days' notice of the first shift being worked.

43.1.4 Planned hours of work published in a roster may be varied by Medibank with seven or more days' notice of the shift being worked.

43.1.5 Planned hours of work published in a roster may be varied within seven days of the shift being worked by mutual agreement of Medibank and the employee. Changes in this instance will be confirmed and agreed in writing by both parties.

43.1.6 For the purpose of calculating the average thirty-seven and one half (37½) hours per week, total rostered hours will be averaged over a four (4) week period or as mutually agreed by the affected employee(s) and authorised Manager.

43.1.7 A roster will include (but is not limited to) the following information:

- i) Days or shifts to be worked;
- ii) Hours to be worked per day or shift; and,
- iii) Planned absence (including rostered time off).

43.1.8 Without impacting on the normal operational requirements of the business, an employee may have her/his hours rostered in a flexible manner with approval of the authorised Manager as per the current workplace practice. Furthermore, every effort will be made to facilitate a request for at least one (1) day off within a roster cycle on the basis that the employee will be flexible with roster preferences to

accommodate such a request. To facilitate this requirement, employees will be given an opportunity to nominate their preference for rostered days off prior to a roster being finalised. Where the employee is prepared to be flexible, a request for one (1) day off in a roster cycle will be met unless exceptional operational circumstances apply. Employees may also exchange days or shifts to be worked by mutual consent provided the arrangement has prior approval of the authorised Manager.

43.1.9 Where an employee works additional hours to those rostered, to meet business needs, or an employee is required to work fewer hours required within the roster period, the hours in credit or debit may either be addressed in the current roster cycle by mutual agreement or carried forward and addressed by the authorised Manager in the next roster cycle.

43.2 Flex-Time

43.2.1 Where Flex-time arrangements operate, an employee may access flexible start and finish times on the basis that she/he attends work within the core hours of work as determined by Medibank and works, as a minimum, an average thirty-seven and one half (37½) hours per week ("Flex-time").

43.2.2 Where there is work that can be effectively undertaken by an employee, who is performing at least the minimum requirements of the role, with prior approval of the authorised Manager, the employee may accumulate Flex-time in excess of the thirty-seven and one half (37½) hour weekly average ("Flex-time credit") and, subsequently, take agreed time off from their Flex-time credit. Approval will be granted on the basis that the Flex-time accumulation and absence will not impact on the operational requirements of the business whilst taking into account the personal needs of the employee. Approval will not be unreasonably withheld.

43.2.3 An employee may make a request to the authorised Manager for at least one (1) day off each four (4) weeks provided they have accrued sufficient flex time. Where there is work available, the authorised Manager will generally facilitate the reasonable build up of flex time to enable an employee to accrue sufficient flex time and a request for one (1) day off in the four (4) weeks will generally be met unless exceptional operational circumstances apply.

43.2.4 Both the authorised Manager and employee are required to keep appropriate records to substantiate Flex-time credits and debits.

43.2.5 Flex-time credits may only accumulate to a maximum of ten (10) hours which may not be accrued for more than two (2) four (4) week cycles. Flex-time credits that accrue beyond this time will either be taken at the direction of the authorised Manager or, at the employee's request, be paid out at the normal hourly rate of pay. Negative Flex-time balances are discouraged and should be closely monitored by the authorised Manager and employee.

43.2.6 Unused Flex-time credits will be paid out on termination at the normal hourly rate of pay.

43.2.7 Flex-time provisions detailed in Policy or established workplace practice apply to affected employees.

43.2.8 Time Off In Lieu relates to taking time off in lieu of payment for approved overtime worked (refer clause ***Time Off In Lieu (TOIL)***) and as such does not relate to the accrual and taking of flex-time.

44. NORMAL FULL TIME SPREAD OF HOURS

- 44.1 In all cases an employee's normal hours of work must be arranged as follows:
- 44.1.1 The average normal hours of work for a full time employee are seven and one half (7½) hours per day, thirty-seven and one half (37½) hours per week.
 - 44.1.2 An employee may only be rostered to work a maximum one hundred and fifty (150) hours in twenty (20) days per four (4) week roster cycle, unless otherwise requested by the employee and agreed to by Medibank. This does not apply to employees whose hours of work are arranged through the Flex-time provisions.
 - 44.1.3 Employees may not be rostered to work more than nine (9) consecutive ordinary hours in a day and the employee's personal circumstances will be considered before such rostering.
 - 44.1.4 The minimum number of consecutive hours an employee will be required to attend work will be no less than three (3) hours.
 - 44.1.5 An employee may seek approval from his/her Manager to work and be paid for a shorter period to accommodate a one-off circumstance

45. NORMAL SPREAD OF HOURS

- 45.1.1 The "normal spread of hours" defines the period in which an employee may be rostered to work at a normal rate of pay (inclusive of any shift penalties or allowances).
- 45.1.2 The normal spread of hours do not prescribe nor limit operating hours as determined by Medibank to meet commercial and operational requirements.
- 45.1.3 The normal spread of hours of work for the following workplaces covered in this Agreement are:
 - i) 7:00am and 6:00pm, Monday to Friday, for Provider Support Services
 - ii) 7:00 am and 6:00pm, Monday to Friday, Customer Service Division
 - iii) 7:00am and 6:00pm, Monday to Saturday, for Retail
 - iv) 7:00am and 8:00pm, Monday to Saturday, for the Customer Contact Centre.

45.2 Consultation and Disputes

45.2.1 Where genuine operational reasons require a change to the manner in which hours of work are arranged within a particular work-group (e.g. Flex-time to Rostered Hours) prior consultation with affected employee(s) and their chosen employee representative(s) shall occur in accordance with Clause 15.3 (Consultation).

45.2.2 Disputes arising from the arrangement of normal work hours and rostering will be addressed in accordance with Clause 16 (Grievance & Dispute Settlement Procedure).

45.3 Time Off Between Shifts

An employee will have a minimum of twelve (12) hours off between shifts worked unless a shorter period is agreed between an employee and the authorised Manager in a one off circumstance.

46. ARRANGING NORMAL WORK HOURS – PART-TIME

- 46.1 A Part-time employee's normal work hours may be determined, and recorded in writing, by one of the following two arrangements: Fixed Part-time; or, Flexible Part-time.
-

46.1.1 Part-time – Fixed Hours

The employee's agreed hours and days of work are fixed to a regular pattern.

46.1.2 Part-time – Flexible Hours

- i) The employee has agreed average weekly hours in which the days and hours of work are rostered in a flexible manner within a roster cycle.
- ii) "Part-time – Flexible Hours" employees shall receive the same notice and consultation in relation to their rostered hours as described in sub-clause 43.1

46.2 To meet customer expectations and operational requirements whilst respecting employees' work/life balance, Part-time work arrangements may be changed on an ongoing basis either by:

46.2.1 mutual agreement; or,

46.2.2 by Medibank providing the employee with four (4) weeks' written notice if mutual agreement cannot be reached within four weeks of Medibank first notifying the employee of the change and if the change is required to meet an operational requirement,. The employee may access Clause 16 (Grievance & Dispute Settlement Procedure) during the notice period if the proposed change remains in dispute.

46.3 For the purpose of applying this clause,

46.3.1 Any variation to the regular pattern of work of a Part-time - Fixed Hours employee should be considered a change in part-time work arrangements; and,

46.3.2 Variations in rostered hours for a Part-time-Flexible Hours employee is not a change in Part-time work arrangements, whereas, a request to change the agreed average weekly hours would be a change in the part-time work arrangements.

46.4 Part-time hours will not be adjusted via rosters to avoid public holidays.

47. OVERTIME – FULL-TIME EMPLOYEES

47.1 Overtime – Monday to Saturday

A full-time employee shall be paid the rate of time and a half (normal time plus fifty (50) per cent) for the first three (3) hours' work and double time (normal time plus one hundred (100) per cent) thereafter for additional hours' worked, calculated on each occasion (excluding hours worked on a Sunday or Public Holiday) in excess of:

47.1.1 normal or rostered work hours; or,

47.1.2 One hundred and fifty (150) hours in twenty (20) days of a four (4) week cycle where the employees hours of work are arranged by roster and not by Flex-time; or,

47.1.3 Nine (9) consecutive hours in a day; or,

47.1.4 The spread of ordinary hours where the employee has not been rostered to work and is not receiving a shift allowance.

47.2 Overtime – Sunday & Public Holidays

Overtime worked on a Sunday or Public Holiday will be calculated at a rate of double time and one quarter (normal time plus one hundred and twenty-five (125) percent).

47.3 Additional hours worked without approval of the authorised Manager will not be paid as overtime.

47.4 Due to the nature of our customer service operations, it may not be operationally viable to conduct Learning & Development activities during normal operating hours. To facilitate the

delivery of development programmes, employees may be requested to attend sessions before or after their rostered or normal hours of work.

47.4.1 Development programmes that do not require mandatory attendance will be paid at a normal rate of pay on condition that attendance (including travel time) does not exceed three (3) continuous hours. If the training programme exceeds three (3) hours then standard overtime rates apply for subsequent hours worked in excess of the three (3) hours.

47.4.2 Normal overtime provisions will apply to Learning and Development activities that require mandatory attendance.

47.5 Employees are expected to work a reasonable amount of overtime when required.

47.6 Overtime will be calculated to the nearest fifteen (15) minutes of the total amount to be claimed in each pay period.

47.7 Time Off In Lieu (TOIL)

47.7.1 An employee may elect, with prior approval of her/his authorised Manager, to utilise TOIL arrangements as an alternative to paid overtime.

47.7.2 TOIL will accrue at one (1) hour credit for each one (1) hour of additional hours worked, regardless of the loading or penalty payment that may have been attached to the additional hours.

47.7.3 TOIL may only accumulate for a maximum of ten (10) hours, unless additional accrual has been agreed to by an authorised Manager, and may only be taken with the prior approval of the Manager either as a full day off or in shorter periods by the hour (e.g. a late start or early finish to the normal working day or a half day off). Approval will be granted on the basis that the absence will not significantly impact on the operational requirements of the business.

47.7.4 Medibank will pay-out unused TOIL that has either accrued for a period greater than three (3) months or at the employee's request at the rate of time and a half (normal time plus fifty (50) per cent).

47.7.5 The accrual and taking of TOIL is not recorded in the payroll and it is therefore the responsibility of the employee and Manager to maintain accurate records.

48. OVERTIME – PART-TIME EMPLOYEES

48.1 A part-time employee will receive payment of normal time plus a twenty (20) per cent loading for additional hours worked in excess of his or her rostered hours up to and including thirty seven and one half (37½) hours per week.

48.2 Full-time overtime rates will apply when a part-time employee works:

48.2.1 In excess of thirty seven and one half (37½) average weekly hours; or,

48.2.2 Outside the normal spread of hours as detailed in clause 45.1.3 of this Agreement.

49. ROSTERED SATURDAY WORK

49.1 "Five in Six" employees are employees engaged on or after 14 January 2000, or employees engaged prior to 14 January 2000, who have mutually agreed to change their status to "Five in Six" and who may be rostered to work on a Saturday as part of normal working hours, without additional payment.

- 49.2 "Five in Five" employees are employees engaged prior to 14 January 2000. Any rostered hours worked (excluding overtime) by Five in Five employees on a Saturday will attract a fifty (50) per cent loading for the first three (3) hours and one hundred (100) per cent loading thereafter. "Five in Five" employees may be rostered to work on a Saturday as normal hours of work, by agreement, or as overtime.
- 49.3 The parties recognise that the "Five in Five" provision facilitated the transition to flexible rostering for parts of Medibank that operate over a six day period (specifically Retail). The parties also recognise that by the end of the Agreement this provision will have been in place for thirteen years and significantly impacting on less employees compared to its introduction in 2000. It has therefore been agreed that as a provision to enable the transition to six day rostering, the "Five in Five" category will no longer be required in the future and will cease to operate at the end of the Agreement and the parties agree it will not carry forward to the next Agreement.
- 49.4 The parties have recognised the need to establish the transition arrangements for "Five in Five" category employees and have agreed to commence discussions no later than June 2012 to establish the above transition arrangements for inclusion in the next agreement.
- 49.5 Unless prevented by exceptional operational requirements, Five in Six employees will be scheduled to have at least two (2) consecutive days-off within an agreed roster (refer clause 43.1). The employee may agree to forfeit this requirement. If exceptional operational requirements prevent the rostering of two (2) consecutive days off, the reasons will be discussed in line with clause 43.1 (Rostered Hours) and recorded in writing. The employee will receive a copy of the documented discussion.
- 49.6 In normal circumstances, it would be reasonable to expect Five in Five employees to be available to work overtime of one (1) in four (4) Saturdays when required by Medibank.
- 49.7 A "Five in Five" employee who:
49.7.1 applies for a position;
49.7.2 is made aware during the selection process that six (6) day rostering occurs within the work area; and,
49.7.3 is offered and accepts the position;
will consequently transfer their employment status to "Five in Six" on commencement of the new role.
- 49.8 Clause 49.7 does not apply to an employee whose position is affected by restructure, work re-organisation and/or redundancy and an alternative offer is made as part of a redeployment process.

50. SHIFT WORK

50.1 Afternoon Shift

An employee will receive a fifteen (15) per cent loading on her/his rate of pay for all hours worked on Afternoon Shift. For the purpose of this clause, an Afternoon Shift means a rostered shift (excluding overtime) that finishes between 6:00pm (except Customer Contact Centres which is 8:00pm) and on or before midnight. The shift penalty will apply to all rostered hours worked.

50.2 Night Shift

An employee will receive a twenty five (25) per cent loading on her/his rate of pay for all hours worked on Night Shift. For the purpose of this clause, a Night Shift means a rostered

shift (excluding overtime) that finishes between midnight and on or before 6:00am. The shift penalty will apply to all rostered hours worked.

50.3 Sunday Shift

Where the majority of hours are rostered on a Sunday an employee will receive a one hundred and twenty five (125) per cent loading on her/his rate of pay for all hours worked on the Sunday Shift.

51. SPLIT SHIFTS

- 51.1 An employee will not be required, except by mutual agreement, to work ordinary hours in split shifts. That is shifts which are separated, other than by a meal break, into two or more periods of work in a single day.
- 51.2 Where an employee is required to perform additional hours, and such duty is not continuous with ordinary duty (excluding meal breaks), the minimum period payable will be three (3) hours.

52. PUBLIC HOLIDAYS

- 52.1 Public holidays are determined by government.
- 52.2 An applicable public holiday is based on the employees place of work and not on the location of their residence.
- 52.3 The nature of some parts of Medibank's business and Medibank's operational requirements requires work to be performed by some employees on a public holiday.
- 52.4 Medibank 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 twenty five (125) per cent loading for all time worked on that day.

An employee who works on a public holiday may elect, with approval of the authorised Manager, to take a paid day off in lieu of the public holiday worked. The day off in lieu must be taken within four (4) weeks or payment will be payable in accordance with the rate prescribed in sub-clause 47.2 (Overtime – Sunday & Public Holidays).

- 52.5 Regular patterns of attendance will not be adjusted via rosters to avoid public holidays.

53. EMERGENCY CALL-BACK

- 53.1 If an employee has completed her/his rostered hours of duty, has left the workplace, is not On-call and is recalled to the workplace without prior notice, the employee will be paid the normal hourly rate of salary plus a loading of one hundred (100) per cent of her/his ordinary base hourly rate of pay for each completed hour worked (inclusive of travel time).
- 53.2 A minimum of two (2) hours will be paid regardless of the Call-back duration.

54. ON CALL

- 54.1 Unless an alternative arrangement has been mutually agreed to, an employee will receive the following "On-Call" penalties when Medibank requires the employee to be contactable
-

outside normal working hours, the employee is contactable during the time requested and the employee holds him or herself ready and able to return to the workplace if needed:

54.1.1 Seven and one half (7½) per cent of the employee's hourly rate Monday to Saturday; or

54.1.2 Twelve and one half (12½) per cent of the employee's hourly rate for Sundays, Public Holidays and rostered days off.

54.2 If the employee is required to return to the workplace whilst On-Call she/he will be paid the appropriate overtime rates for the time in attendance subject to a minimum payment of three (3) hours excluding travel time for the first period in attendance.

54.3 If multiple attendances are required, a minimum payment of three (3) hours is payable for each attendance, provided the payment does not exceed the amount which would have been payable if the attendance had been unbroken.

54.4 Schedule 4 of this Agreement provides an example of how clauses 54.2 and 54.3 shall be interpreted and applied.

54.5 Overtime applicable under clause 54.2 is paid in place of, not in addition to, the penalties referred to in clause 54.1.

55. MEAL BREAKS

55.1 An employee is entitled to an unpaid meal break of not less than 30 minutes where the employee is required to work five or more consecutive hours of work on any single day or shift.

55.2 The time and duration of meal and/or other breaks may be varied by agreement to meet operational requirements and personal needs.

56. HOME BASED WORK

56.1 Where it is practical to do so, Medibank may make available to employees the opportunity to work in part from home. Circumstances that warrant working from home may include (but are not limited to):

56.1.1 Return to work following serious illness or injury;

56.1.2 Return from parental leave;

56.1.3 Carer's responsibilities; or,

56.1.4 Working from a remote geographical location.

PART 7: LEAVE AND ATTENDANCE RELATED MATTERS

57. ANNUAL LEAVE

- 57.1 An employee will be entitled to four (4) weeks (twenty (20) days) paid annual leave per completed year of service and such leave will accrue on a pro rata basis. Unused leave will accumulate with each year of service.
- 57.2 Considering issues of personal well-being and occupational health and safety, an employee is expected to take at least ten (10) days continuous annual leave each year.
- 57.3 Annual leave will be taken with prior approval of the authorised Manager and without impacting on the operational requirements of the business. An employee's requests to take annual leave will not be unreasonably refused.
- 57.4 Annual leave may be taken at half ($\frac{1}{2}$) pay, subject to operational requirements and with prior approval of the manager, provided a minimum of one (1) full pay week and a maximum of four (4) full pay weeks annual leave is taken at one time.
- 57.5 An employee may, in writing, request Medibank to pay out, at the employee's ordinary rate of pay, the equivalent of up to two (2) weeks unused accrued annual leave per year, but only if:
- 57.5.1 the employee has taken at least two (2) weeks annual leave in the past twelve (12) months;
 - 57.5.2 the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
 - 57.5.3 each cashing out of a particular amount of paid annual leave is documented in a separate agreement in writing between the employee and Medibank; and
 - 57.5.4 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.
- 57.6 An employee may be directed to take up to one quarter ($\frac{1}{4}$) of any accumulated unused leave of eight (8) weeks (forty [40] days) or more, in accordance with the Fair Work Act, except where a request for two (2) or more weeks annual leave has been refused in the past six (6) months. Such leave will be taken at a time agreed between Medibank and the employee or, if agreement cannot be reached, at a time directed by Medibank following four (4) weeks written notice.
- 57.7 With prior approval of the authorised Manager and without impacting on the operational requirements of the business, an employee may elect to take up to four (4) weeks annual leave at half ($\frac{1}{2}$) pay. Half pay may only be approved when the employee has insufficient annual leave accrued to accommodate the leave being taken at full pay.
- 57.8 An employee will not receive annual leave loading as the loading has been included in base salary.
- 57.9 Remote Location**
An employee who works on an on-going basis in a "remote location" will be entitled to an additional credit of annual leave for the duration of the time spent at that location. In Darwin the additional credit will be five (5) days per annum and two (2) days per annum for Cairns, Townsville and Broken Hill. Part-time employees will receive the additional credit proportionate to their contracted hours.
-

58. PAID ABSENCE DUE TO PERSONAL SICKNESS OR CARER'S RESPONSIBILITY

- 58.1 Employees engaged on or after the operational date of the Agreement will accrue the following amount for the purpose of paid absences from work due to personal sickness or carer's responsibility:
- 58.1.1 ten (10) paid working days per annum during the first year of service, with such leave accruing on a pro rata basis;
 - 58.1.2 ten (10) paid working days per annum during the second year of service, with such leave accruing on a pro rata basis; and,
 - 58.1.3 fifteen (15) paid working days per annum, with such leave accruing on a pro rata basis, after the completion of the second year of service and for each subsequent year of service.
 - 58.1.4 For absences greater than ten continuous working days, where the employee is not covered by clause 58.2, an employee shall (on one occasion only) be granted a minimum of ten paid working days due to serious personal illness or injury where his/her income is not being compensated by an authority such as Comcare.
- 58.2 An employee employed prior to the commencement date of the Agreement will accrue fifteen (15) paid working days per annum for the purpose of paid absences from work due to personal sickness or carer's responsibility.
- 58.3 The provisions stated in 58.1 and 58.2 will accrue on a pro rata basis with unused accrual accumulating with each year of service. Unused accrued provision will not be paid out on termination of employment.
- 58.4 For the purpose of applying this provision:
- 58.4.1 "sickness" means personal illness or injury and,
 - 58.4.2 "carer's responsibility" means caring for a member of the employee's immediate family or a member of the employee's household who requires care or support because of a personal illness or injury or unexpected emergency affecting the member.
- 58.5 "Immediate family" is defined as the employee's spouse, and the employee's or spouse's child (including an adopted child, a stepchild, an ex nuptial child or an adult child); the employee's or spouse's parent, grandparent, grandchild or sibling. 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.
- 58.6 The number of hours that the employee is rostered to work on the day of absence will be the number of hours deducted from the employee's accrual.
- 58.7 The employee must ensure that Medibank has been advised of an absence due to personal illness/injury or carer's responsibility as soon as reasonably practicable, which is expected to be no later than one hour after the employee's rostered start time for the day in question. This advice should be directed to the employee's manager and provide an indication of the anticipated length of absence and nature of the personal illness/injury or carer's assistance required.
- 58.8 Where a reasonable cause exists, Medibank may require or request, and if so required or requested, the employee must provide the following to explain an absence. Either:
- 58.8.1 a medical certificate; or,
 - 58.8.2 appropriate documentation from a registered health practitioner; or,
 - 58.8.3 a statutory declaration by the employee.
-

- 58.9 Failure to appropriately substantiate an absence, when requested to do so, may result in salary not being paid for the related period of the absence.
- 58.10 Where, in Medibank's reasonable opinion, the documentation requested or required under clause 58.8 provides insufficient information, Medibank may direct the employee to seek and provide more detailed documentation and/or attend a doctor chosen by Medibank for an independent assessment. The employee will authorise access by Medibank to relevant medical information and/or reports produced as a result of such a direction to the employee. Medibank will pay the costs associated with these processes.
- 58.11 Medibank acknowledges employees' right to privacy and will require all parties to keep confidential any information pertaining to the use of sick/carer's leave. This does not preclude necessary information being provided to People & Culture, senior levels of management and the OH&S Committee.

59. JURY SERVICE

- 59.1 An employee will receive his or her normal pay whilst on Jury Service contingent on the employee directing payments relating to Jury Service to Medibank.
- 59.2 The employee is required to provide Medibank with reasonable notice and proof of requirement to attend for jury service.

60. EMERGENCY SERVICE

- 60.1 Subject to prior approval, an employee is entitled to two (2) weeks paid emergency service leave per calendar year to attend a major emergency/disaster as a member of a recognised emergency service organisation. Emergency Service Leave will not accrue each year and will be paid at the employee's normal pay.
- 60.2 The employee must provide Medibank with proof of membership prior to taking leave.
- 60.3 In addition to the entitlement referred to in clause 60.1, an employee may be entitled to unpaid community service leave in accordance with the Fair Work Act.

61. COMPASSIONATE LEAVE

- 61.1 An employee will be entitled to, per occasion, either two (2) days' paid leave to attend to a critically/terminally ill member of the employee's immediate family/household or three (3) days' paid leave upon the death of a member of the employee's immediate family/household.
- 61.2 To accommodate unique and/or cultural circumstances, Medibank may allow an employee to extend her/his period of absence for compassionate reasons by either:
- 61.2.1 Accessing accrued Personal Leave;
 - 61.2.2 Accessing accrued Annual Leave;
 - 61.2.3 Accessing accrued Long Service Leave; or,
 - 61.2.4 A one-off extension to the paid Compassionate Leave entitlement.
- 61.3 The employee must ensure that Medibank has been advised of an absence due to compassionate reasons as soon as is practicable.
-

61.4 Medibank may request, and if so requested, the employee must provide, appropriate documentation to substantiate the absence within five (5) days of their return to work.

62. PARENTAL LEAVE

62.1 Parental leave will be administered and applied in accordance with the Act (as amended) and the National Employment Standards.

62.2 The Act and the National Employment Standards make provision for unpaid parental leave. Medibank also provides eligible employees with the following period of paid leave, inclusive of the employee's fifty-two (52) weeks unpaid entitlement.

62.3 Paid Maternity Leave

62.3.1 A female employee who has completed twelve (12) months' continuous permanent service at the expected birth of the child and will be the child's primary caregiver will be paid the first fourteen (14) weeks' leave at the normal rate of pay (or twenty-eight [28] weeks at half [$\frac{1}{2}$] pay).

62.3.2 An employee may access up to fourteen (14) weeks' paid Maternity Leave for any absence resulting from the pregnancy terminating within twenty (20) weeks of the expected date of birth. The period of absence must be supported by a medical certificate. Leave taken in this circumstance may not be taken for a longer period at half pay.

62.4 Paid Paternity Leave

A male employee who has completed twelve (12) months' continuous permanent service at the birth of the child and will be the child's primary caregiver will be paid the first fourteen (14) weeks' leave at the normal rate of pay (or twenty-eight [28] weeks at half [$\frac{1}{2}$] pay).

62.5 Paid Short Paternity Leave

62.5.1 A male employee who has completed twelve (12) months' continuous permanent service at the birth of the child will receive two (2) weeks' paid leave to be taken in one unbroken period to commence within the week his spouse begins to give birth.

62.5.2 A female employee who is in a recognised de facto same gender relationship and whose partner begins to give birth may also access the leave described in the previous clause.

62.5.3 Short paternity leave may be taken concurrently with any leave taken by the employee's spouse in relation to the birth of the child

62.5.4 Short Paternity Leave will not be paid if the employee intends to take Long Paternity Leave.

62.6 Paternity Leave – Change in Circumstances

62.6.1 Medibank will consider on compassionate grounds late applications for Long Paternity Leave after the birth of the child where an unforeseen change in circumstances requires the employee to be the primary caregiver.

62.6.2 Where approval is granted any period of paid Short Paternity leave taken will be deducted from the period of paid Long Paternity leave and from the total duration of Parental leaves.

62.7 Adoption Leave

An employee who has completed twelve (12) months' continuous permanent service at the time of placement of an eligible child (as defined by the Act) and will be the child's primary caregiver (as described in the Act), will be paid the first fourteen (14) weeks' leave at the normal rate of pay (or twenty-eight [28] weeks at half [$\frac{1}{2}$] pay).

62.8 Subsequent Paid Parental Leave

62.8.1 An eligible employee must have completed twelve (12) months' continuous permanent service on return from Paternity or Adoption Leave before accessing a subsequent period of paid Parental Leave.

62.8.2 An eligible employee may access subsequent paid maternity leave within twelve months of returning from maternity leave.

62.9 Multiple Birth

Reference to "child" in the singular is inclusive of multiple births. That is, multiple births do not extend the period of paid Parental Leave.

62.10 Government Paid Parental Leave (Reserved Matter)

In the event that the Government introduce a paid parental leave scheme during the life of this Agreement, the parties agree to meet following the introduction of the Government scheme and review the Paid Parental leave provisions in the Agreement.

62.11 Primary Caregiver – Paid Leave Only

A "primary caregiver" for the purpose of applying paid Long Paternity and Adoption Leave is defined as the parent who has sole responsibility for the child for a time equivalent to a minimum of 80% of his/her normal work hours.

62.12 Part Time Work

An employee may request to return from parental leave on a part time basis, Medibank will seriously consider any request for part time work and grant such requests where it can reasonably do so while meeting the operational requirements of the business.

62.13 Paid Parental Leave – Public Holidays

Paid Parental Leave (with the exception of Short Paternity Leave) is inclusive of public holidays.

62.14 Parental Leave – Fixed Term Agreements

Parental Leave will not extend beyond the end date of a fixed term agreement.

62.15 Substitute Leave

62.15.1 In addition to paid Parental Leave (excluding Short Paternity Leave), an employee may elect to substitute unpaid leave with unused Long Service and Annual Leave on condition that the total period of absence does not exceed fifty two (52) weeks.

62.15.2 Substitute Leave will be paid prior to unpaid Parental Leave and immediately following the paid Parental Leave period (if applicable).

62.16 Extended Parental Leave

Requests to extend Parental leave shall be applied in accordance with the National Employment Standards.

62.17 Service & Leave Accrual During Unpaid Parental Leave

62.17.1 Periods of unpaid parental leave will not break continuity of employment.

62.17.2 The period of unpaid parental leave will not count as service (except for determining an employee's entitlement to another period of unpaid Parental Leave).

62.17.3 Leave entitlements will not accrue during unpaid Parental Leave

63. LONG SERVICE LEAVE

- 63.1 Long Service Leave will accrue pro rata at a rate of 1.3 weeks per annum and shall be provided to the employee as "entitlement" on completion of ten (10) continuous years of service.
- 63.2 Where employment is terminated as a consequence of death, permanent disability, redundancy or retirement and the employee completed five (5) years' continuous service at the time of termination, the employee, or the employee's estate, will receive payment of unused pro rata Long Service Leave as part of his/her final pay. For the purpose of applying this clause "retirement" means an employee who is sixty (60) years of age, or over, and has provided Medibank with written notice of intention to retire from his or her employment.
- 63.3 An employee who completed seven (7) years' continuous service will receive, upon termination of employment, payment of unused pro rata Long Service Leave as part of his/her final pay except that Medibank may, where permitted by law, be relieved from making such a payment if the employee's employment was terminated due to serious misconduct.
- 63.4 Service as a Commonwealth employee with a Commonwealth Service will not be recognised if the employee commences with Medibank on or after the date on which Medibank ceases to be a Government owned enterprise.
- 63.5 Accrued Long Service Leave shall be taken in continuous periods of not less than one (1) week duration and at a time mutually agreed by the responsible manager and the employee.
- 63.6 Periods of Long Service Leave taken are inclusive of Public Holidays.
- 63.7 Matters relating to the administration and taking of long service leave will be in accordance with the Long Service Leave (Commonwealth Employees) Act 1976, excluding the clauses dealt with above.

64. GOOD HEALTH DAY

- 64.1 Medibank will provide permanent employees with one (1) paid day of leave per calendar year for leisure and well-being purposes.
- 64.2 The Good Health Day is non-accumulative and unused days will not be paid out on termination.
- 64.3 A Good Health Day may only be taken with the prior approval of the authorised Manager.

65. DEFENCE FORCES LEAVE

- 65.1 An employee will receive his or her normal pay whilst on Defence Forces Leave contingent on the employee directing payments relating to Defence Forces Leave to Medibank (excluding reimbursements made for travelling costs).
-

- 65.2 The employee is required to provide Medibank with reasonable notice and proof of requirement to serve in the Defence Forces Reserve.

66. LEAVE WITHOUT PAY

- 66.1 Medibank, at its absolute discretion, may approve an employee's request for leave without pay on the basis that:
- 66.1.1 The employee has exhausted accrued Annual Leave and Long Service Leave entitlements;
 - 66.1.2 The taking of leave will not unreasonably affect the normal operational requirements of the business; and
 - 66.1.3 Annual leave and sick leave will not accrue during periods of leave without pay where the absence is in excess of twenty continuous working days.

67. SPECIAL LEAVE

- 67.1 Medibank, at its absolute discretion, may allow a permanent employee who has completed twelve (12) months' continuous service access to paid Special Leave for urgent and unforeseen matters not covered by other leave or absence arrangements provided for under this Agreement.
- 67.2 Situations where Special Leave may apply include (but are not limited to):
- 67.2.1 unanticipated household emergencies including robbery, the threat or presence of bushfires or flooding and any other emergencies of a similarly serious nature; or
 - 67.2.2 an employee being unexpectedly subpoenaed to attend court on a crown matter;
- 67.3 Special leave is intended for unforeseen, serious or urgent matters only and is not intended to be used for minor, temporary or known situations.
-

PART 8: EMPLOYEE PERFORMANCE & TERMINATION OF EMPLOYMENT

68. PERFORMANCE MANAGEMENT & DISMISSAL

- 68.1 The parties acknowledge that any termination of employment, and performance management leading up to dismissal, will be in accordance with the relevant provisions of the Act.
- 68.2 The parties also acknowledge that Medibank may, in keeping with the principles of substantive and procedural fairness embodied in the Act, demote and/or suspend an employee without pay for a period of time as an alternative to dismissal.
- 68.3 Medibank also reserves the right to:
- 68.3.1 halve the increase of an employee's salary stated in Clause 18.1 (Salary Increase) if the employee was consistently rated by Medibank as "Not Meeting Expectations" (or equivalent) throughout the twelve (12) months prior to the due date of relevant pay increase; or,
 - 68.3.2 Not apply a salary increase under Clause 18.1 (Salary Increase) to an employee who received a final written warning for poor performance and/or misconduct within the twelve (12) months prior to the due date of relevant pay increase.
- 68.4 An employee may be represented by an employee representative, if they so choose, in relation to either the process and/or outcome of a performance management action relating to the employee. An employee may at any time access Clause 16 (Grievance & Dispute Settlement Procedure) to address concerns in relation to either the process and/or outcome of a performance management action relating to the employee.

69. ABANDONMENT OF EMPLOYMENT

- 69.1 An employee will be considered to have abandoned their employment if she/he:
- 69.1.1 is absent from work for a continuous period exceeding ten (10) working days without prior consent of, or notification to, Medibank; and,
 - 69.1.2 has not established to the satisfaction of Medibank that the absence was due to a reasonable cause.
- 69.2 This clause does not apply to an employee absent from work who has either Medibank's consent for the absence, or notified Medibank of the absence and has had the absence approved ("Authorised Absence").
- 69.3 The employee's termination of employment by abandonment will operate from the date of the employee's last attendance at work or last date of Authorised Absence.
- 69.4 Any absences from work which are not Authorised Absences may constitute misconduct.
-

70. NOTICE TO TERMINATE EMPLOYMENT

70.1 With the exclusion of summary dismissal, Medibank will provide permanent employees with the following notice:

Years of Continuous Service	Notice
0 to 1 year	1 week
Over 1 to 3 years	2 weeks
Over 3 to 5 years	3 weeks
Over 5 years	4 weeks

70.2 In addition to the above notice, an employee who is over forty five (45) years of age and has at least two (2) years' service with Medibank shall receive an additional one (1) weeks' notice.

70.3 Medibank may elect to pay an employee an equivalent amount in lieu of notice on occasion where it may not be appropriate for the employee to work through a notice period.

70.4 A casual employee is hourly engaged and as such will be provided one (1) day's notice that the casual engagement has ceased.

70.5 An employee (excluding a casual employee) is required to provide the notice period stated in sub-clause 70.1, unless varied by mutual agreement of the employee and the authorised Manager. Medibank may deduct from the employee's total pre-tax (i.e. gross) termination pay the equivalent amount for notice not provided in accordance with this clause.

70.6 Medibank 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 the 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 the termination.

71. REDUNDANCY, REDPLOYMENT & RETRENCHMENT

71.1 Redundancy

71.1.1 In general, redundancy occurs where Medibank 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.

71.1.2 A position may be redundant in such circumstances as (but not limited to):

- i) a position being deemed by Medibank to be in excess of its operational requirements (for operational reasons); or,
- ii) the position is no longer required due to the introduction of workplace change (including technology changes); or,
- iii) changes resulting from a review and subsequent restructure of functions within the organisation (including the position[s] being transferred to a different locality).

71.1.3 For the purpose of consultation, redundancy is considered to be a significant workplace change and as such Clause 15 (Consultation) of this Agreement will

apply. Specifically, the following consultation shall occur, as a minimum, in relation to a proposed Redundancy:

- i) Medibank will hold discussions with the employee(s) directly affected by the proposed Redundancy, and any chosen employee representative(s), within a reasonable period after Medibank has determined that the positions are to be made redundant.
- ii) 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.

71.2 Redeployment

71.2.1 Medibank will provide an employee(s) whose position has been made redundant an opportunity to be considered for an alternative position(s) within the organisation 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".

71.2.2 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.

71.2.3 An "alternative position" means any position the employee elects to accept and is not limited to a "suitable alternative position".

71.2.4 During Redeployment the affected employee will receive from suitably qualified and independent providers career transition and financial advisory services commensurate with the employee's position to a minimum value of:

- i) \$500 (\$1,000 if the employee is either forty [40] or more years of age or has completed twenty [20] years of service) for career transition services that include résumé preparation, career counselling, interview skills and job search assistance; and,
- ii) \$300 for financial advisory services. The employee may elect to meet with their own advisor in which case Medibank will reimburse the employee up to \$300.

71.2.5 An employee will be provided with paid leave to attend career transition activities and/or interviews for alternative employment. Where expenses to attend such interviews are not met by the prospective employer, Medibank will, with prior approval, reimburse reasonable travel and incidental expenses incurred in attending such interviews.

71.2.6 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.

71.2.7 Where an alternative position is paid at a lower classification level, the employee shall continue to receive her/his existing salary (including existing penalties and/or allowances) for a period of:

- i) Six (6) months from the date of transfer if they are under forty five (45) years of age or have been employed by Medibank Private for less than twenty (20) years; or
-

- ii) Twelve (12) months from the date of the transfer if they are over forty five (45) years of age or have been employed by Medibank Private for more than twenty (20) years.

71.2.8 An employee who is required to move her/his household to a new locality as a consequence of Redeployment will be reimbursed for reasonable expenses incurred from the move. Payment of these expenses will be mutually agreed to prior to the Redeployment being finalised.

71.3 Retrenchment

71.3.1 A permanent employee (i.e. not engaged on a fixed term agreement, casual or contracting basis) 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.

71.3.2 Subject to clause 71.3.3, an employee who is Retrenched will receive:

- i) two (2) weeks' base salary for each completed year of service; plus,
- ii) a pro-rata base salary payment for any remaining completed months of continuous service ("Severance Pay"); and,
- iii) reimbursements stated in sub-clause 71.2.4, if not previously provided.

71.3.3 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

71.3.4 Either Medibank or the employee may elect payment in lieu of notice in place of the employee working through the notice period.

71.3.5 Severance pay is not payable:

- i) where the employee resigns prior to receiving written notice of termination (refer 71.3.1).
 - ii) to casual employees, employees on fixed term agreements or employees who are dismissed.
 - iii) where the employee is offered and the employee declines the offer of a suitable alternative position within Medibank.
 - iv) where the employee accepts an alternative position within Medibank. 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.
 - v) where Medibank's business, or part of its business, transmits to another employer ("transmittee") and the employee accepts employment with a transmittee which recognises the period of continuous service which the employee had with Medibank (including service set out in clause 71.3.9) to be continuous service of the employee with the transmittee; or,
 - vi) 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 Medibank, and which recognises the period of continuous service which the employee
-

had with Medibank (including service set out in clause 71.3.9) to be continuous service of the employee with the transmittee.

- vii) "Transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

71.3.6 For the avoidance of doubt, severance related payments (refer sub-clauses 71.3.2, 71.3.3 and 71.3.8) are payable to an employee who in a transmission:

- i) is not offered employment with the transmittee; or,
- ii) is offered employment with the transmittee that does not recognise continuity of service and accrued entitlements; or,
- iii) 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 Medibank.

71.3.7 In addition to the severance payments set out above, Medibank will also provide the following additional payments (illustrated in the table below):

- i) Employees with five (5) or more years' service will be paid a single payment of \$1,000 gross; plus,
- ii) Employees who are forty (40) or more years of age or with twenty (20) or more years' continuous service with Medibank will receive a payment of \$2,000 gross in addition to the above entitlements.

Employee	Initial Additional Cash Payment	Further Cash Payment
Under age 40 with less than 5 years' service	None	None
Under age 40 with 5 or more but less than 20 years' service	\$1,000	None
Age 40 and over with less than 5 years' service	None	\$2,000
Age 40 and over with 5 or more years' service	\$1,000	\$2,000
Any age with more than 20 years' service	\$1,000	\$2,000

71.3.8 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 Medibank, shall have this service recognised.

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

71.4 Casual & Fixed Term Employees

71.4.1 The redundancy, redeployment and retrenchment provisions do not apply to employees engaged on either fixed term agreements or on a casual basis with the exception of the conditions expressed in the clause below.

71.4.2 The redundancy, redeployment and retrenchment provisions shall apply if:

- i) a Casual employee has worked on a regular and systematic basis for a continuous period of more than twelve (12) months; or,
- ii) 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.

SIGNED FOR AND ON BEHALF of the)
Community and Public Sector Union) Name :
) Address :
) *Dated : / /

in the presence of:

Name
Address

Dated : / /

SCHEDULE 1: CLASSIFICATION FRAMEWORK

EA 2010 Coverage
CSO-Retail
CSO-Provider Support Services
CSO- Online and Customer Service
Retail Centre Managers
Team Leader-Provider Support Services (commonly referred to as "Claims")

Structure

Level	
MPL 1	CSO in training
MPL 2/3	CSO
MPL 4	CSO or (Senior officer in charge)
MPL 5	RCM/ PSS TL

All roles have an underlying requirement of a working knowledge and commitment to the OH&S, Diversity, Privacy, IT & Internet, Fraud policy, Code of Conduct and Values and Behaviours. The Intranet and Knowledge management systems (MAX/MOLLY) are required at all levels of this classification structure.

MPL 1

This is the entry level for a Customer Service Officer without prior experience in customer service or a relevant skill. It is to be used as the training or learning level. At least 15% of the 2/3 capabilities need to be attained prior to being reclassified at that level.

MPL 2/3 – Core

Employees in this grade

- perform and are accountable for basic to intermediate tasks as directed within the skill levels set out and progress to being accountable for their own work which is performed within established routines, methods and procedures.
- shall be graded at this level where the principal functions of their employment, require the exercise of all the skill levels set out below and the majority of the role specific skills.
- are responsible and accountable for their own work which is performed within established routines, methods and procedures.
- may be required to coach/mentor other employees in the skills of their own grade and below by means of personal instruction and demonstration.
- shall be graded at this level where the principal functions of their employment require the exercise of all the skill levels set out below and a minimum of 25% of the role specific skills relevant to the position.

Code	Pre-requisite	Description	Capability
CSO2/3.1	N/A	Apply base understanding and knowledge of the role.	<ul style="list-style-type: none"> • Can articulate the purpose of the role (3) • Displays knowledge of role requirements (3) • Applies knowledge and understanding of the role when working (4)
CSO2/3.2	N/A	Follow processing procedures and/or guidelines and deliver accurate product information.	<ul style="list-style-type: none"> • Can articulate key processes, procedures and/ or guidelines (3) • Follows these processes procedures and/ or guidelines (3) • Delivers accurate product information (4)
CSO2/3.3	N/A	Ability to apply standard rules with appropriate assistance to resolve member/provider queries and or claims.	<ul style="list-style-type: none"> • Can articulate standard rules in role (3) • Has provided appropriate assistance to members/providers (3) • Has been able to resolve member/ provider queries and/ or claims consistently (4)
CSO2/3.4	N/A	Demonstrate basic steps in effective problem-solving using established policies and procedures	<ul style="list-style-type: none"> • Displays understanding of problems (3) • Demonstrates logical analysis and can explain reasoning and steps taken (2) • Solves problems successfully (3) • Maintains established policies and procedures in problem-solving (2)
CSO2/3.5	N/A	Utilisation of knowledge management systems relevant to the role	<ul style="list-style-type: none"> • Can access and operate all knowledge management systems relevant to the role (4) • Utilises knowledge management system as necessary to deliver role (4)
CSO2/3.6	N/A	Demonstrate ability to constructively address difficult situations.	<ul style="list-style-type: none"> • Has shown composure in difficult and pressured situations (4)

			<ul style="list-style-type: none"> • Is able to act constructively under pressure (4)
CSO2/3.7	N/A	Use judgement to meet service standards	<ul style="list-style-type: none"> • Displays knowledge of service standards (4) • Uses good judgement to meet service standards (4)
CSO2/3.8	N/A	Understand common industry terminology	<ul style="list-style-type: none"> • Can explain key terms • Uses terminology appropriately (4)
CSO2/3.9	N/A	Identify and escalate issues and problems within the normal communication chain	<ul style="list-style-type: none"> • Can identify issues and problems requiring escalation (3) • Escalates when required (3) • Has shown ability to utilise normal communication chain (3)
CSO2/3.10	N/A	Use standard office technology to perform routine tasks (e.g. e-mail, word processing, Windows Explorer, etc.)	<ul style="list-style-type: none"> • Is able to operate mail, word processing, Windows Explorer, etc. to a good level (4) • Uses these tools to perform routine office tasks (4)
CSO2/3.11	N/A	Display an awareness of the key players and market/competitive landscape	<ul style="list-style-type: none"> • Can identify key players in market (4) • Acts in a way that shows awareness of the competitive landscape (4)
CSO2/3.12	N/A	Demonstrate an understanding of the quality requirements defined for the role.	<ul style="list-style-type: none"> • Understands quality requirements in role tasks (4) • Performs task with a adequate level of quality (4)
CSO2/3.13	N/A	Knowledge in use of different technical applications to assist others	<ul style="list-style-type: none"> • Has good knowledge of all/most technical applications (4) • Assists others with the use of these applications (4)
CSO2/3.14	N/A	Demonstrate and apply a comprehensive working knowledge and understanding of Medibank products within own working area.	<ul style="list-style-type: none"> • Demonstrates knowledge of Medibank products in own area (4) • Correctly applies knowledge of these products when working (4)

MPL4 - Core

Employees in this grade

- perform tasks using a more extensive range of skills and knowledge and at a level higher than required in MPL2/3.
- exercise discretion and initiative in the organisation of work within prescribed limits.
- Recommend continuous improvement on policies and procedures as applicable to the particular area.
- are responsible and accountable for their own work, which is performed within established guidelines. Exercise limited discretion within the range of their skill and knowledge.
- are required to assist in the coaching/training of other employees by means of personal instruction and demonstration.
- shall be graded at this level where the principal functions of their employment require the exercise of all the skill levels set out below and a minimum of 25% of the role specific skills relevant to the position.

Code	Pre-requisite	Description	Capability
CSO4.1	CSO2/3.3	Ability to perform in-depth interpretation and analysis of rules to assist the customer.	<ul style="list-style-type: none"> • Can articulate key rules and interpret them (3) • Shown ability to perform in-depth analysis regarding rules (3) • Displays ability to apply interpretation and analysis to assist the customer (4)
CSO4.2	CSO2/3.14	In-depth knowledge of different technical applications, products and benefits to coach less experienced employees.	<ul style="list-style-type: none"> • Displays in-depth knowledge of different technical applications beyond performing simple tasks and coaches less experienced employees (2) • Displays in depth knowledge of products and benefits and coaches less experienced employees (2) • Shows effective coaching techniques (2) • Has been known to develop knowledge in less experienced employees relating to technical applications, products and benefits (2)
CSO4.3	N/A	Ability to enable the implementation of workplace change by drawing on organisational	<ul style="list-style-type: none"> • Has shown ability to change methods of working as needed (2) • Displays a good level of wider organisational

		awareness and experience.	awareness (2) <ul style="list-style-type: none"> • Has a good level of experience in the role (2) • Is positive about change (2) • Has been shown to assists others with workplace change (2)
--	--	---------------------------	--

MPL2/3 - Customer Service Officer- Retail Sales and Service

Code	Pre-requisite	Description	Capability
RSS2/3.1	N/A	Ability to retrieve general information for daily processing requirements	<ul style="list-style-type: none"> • Displayed ability in retrieving general information for daily processing requirements (4)
RSS2/3.2	N/A	Ability to plan, organize and adjust own timelines, steps and activities to accomplish work to pre-determined standards or procedures.	Displayed ability to: <ul style="list-style-type: none"> • Plan (2) • Organise (2) • Adjust own timelines (2) • Accomplishes work to predetermined standards or procedures (2)
RSS2/3.3	N/A	Demonstrate flexibility to participate in campaigns and other retail initiatives. As reasonably requested.	<ul style="list-style-type: none"> • Demonstrates flexibility in work (4) • Participates in campaigns and other retail initiatives (4)
RSS2/3.4	N/A	Ability to clearly use basic terminology to define and describe Medibank products and private health insurance to customers.	<ul style="list-style-type: none"> • Uses basic terminology clearly (3) • Can define and describe Medibank products to customers (3) • Can articulate benefits and other aspects of private health insurance to customers (3)
RSS2/3.5	N/A	Possess the expertise to provide appropriate suggestions about products to members by matching customer needs to the product range	<ul style="list-style-type: none"> • Possesses a good level of product expertise (3) • Is able to match customer needs to product range (3)
RSS2/3.6	N/A	Capacity to communicate clearly, accurately and in a timely manner all relevant information to the appropriate recipient.	Communicates: <ul style="list-style-type: none"> • Clearly (2) • Accurately (2) • In a timely manner (2) • All relevant information (2) • To the appropriate recipients (2)
RSS2/3.7	N/A	Provide service to customers	<ul style="list-style-type: none"> • Has shown a good level of customer service resulting in customer satisfaction (10)

RSS2/3. 8	N/A	Ability to process member enquiries with assistance. Developing to limited assistance.	<ul style="list-style-type: none"> • Has shown an ability to process member enquiries (4) • Can do this with limited assistance (4)
RSS2/3. 9	N/A	Assist where reasonably required in any information gathering exercises around competitors or market events	<ul style="list-style-type: none"> • Has been able to assist in information gathering exercises (2) • Can assist with information about competitors (3) • Can assist with information about market events (3)
RSS2/3. 10	N/A	Competent to set timelines and work steps for self and others.	<ul style="list-style-type: none"> • Can set timelines (2) • Can break down work into clear steps (2) • Can do this for self and others (4)
RSS2/3. 11	N/A	Identify barriers within their work environment and recommend solutions to management	<ul style="list-style-type: none"> • Has been able to identify barriers within their work environment (2) • Has recommended solutions to overcome barriers to management (4)
RSS2/3. 12	N/A	Arrange and coordinate the physical presentation of products and displays.	<ul style="list-style-type: none"> • Has been involved in arranging and coordinating the physical presentation of products and displays (4)
RSS2/3. 13	N/A	Utilise Medibank product knowledge and experience to make suggestions and solve problems within own working area	<ul style="list-style-type: none"> • Demonstrates knowledge of Medibank products in own area (4) • Correctly applies knowledge of these products when working (4)
RSS2/3. 14	N/A	Recognise and promote product benefits and link them to buyers needs in order to make sales and achieve sales targets.	<ul style="list-style-type: none"> • Recognise and promote product benefits and link them to buyers needs (4)

MPL4 - Customer Service Officer- Retail Sales and Service

Code	Pre-requisite	Description	Capability
RSS4.1	RSS2/3.6	Present persuasively; establish credibility as a source of information and advice for other team members.	<ul style="list-style-type: none"> • Presents persuasively (3) • Establishes credibility as a source of information (3) • Provides information and advice for other team members (4)
RSS4.2	RSS2/3.14	Capacity to coach in standard operating procedures with respect to sales and service.	<ul style="list-style-type: none"> • Displays good coaching skills (3) <p>Uses coaching to equip other staff with</p> <ul style="list-style-type: none"> • operating procedures (3) • sales and service skills (3)
RSS4.3	N/A	Ability to describe how functional business areas interact/operate	<ul style="list-style-type: none"> • Shown ability to describe how functional business areas interact/operate (4)
RSS4.4	N/A	Competent to discuss current and new services and processes	Shows competence in discussing current <ul style="list-style-type: none"> • New services (3) • Processes (3)
RSS4.5	N/A	Able to produce realistic and achievable work and action plans.	Has shown to produce work and action plans that are <ul style="list-style-type: none"> • Realistic (3) • Achievable (3)
RSS4.6	RSS2/3.2	Ability to work within required timeframes; bring to managements attention when timeframes cannot be met and provide suggestions for alternatives	<ul style="list-style-type: none"> • Works within required timelines (3) • Brings to management attention when timelines cannot be met (3) • Provides alternative suggestions (3)
RSS4.7	RSS2/3.13	Utilise Medibank Product knowledge and experience to make suggestions to resolve problems outside own working area	<ul style="list-style-type: none"> • Displays good knowledge of Medibank's Products (4) • Has made suggestions to resolve problems outside of their own work area (4)
RSS4.8	RSS2/3.14	Assist RCM in developing and communicating processes that build sales capability within the team	<ul style="list-style-type: none"> • Has ability to assist RCM in developing and communicating processes (4) • Has been able to build capability within sales team (4)

MPL5 - Retail Centre Manager

At least 35% of the MPL5 capabilities need to be attained prior to being reclassified at that level.

Code	Pre-requisite	Description	Capability
RSS5.1	RSS4.7	Acts as a seasoned advisor; providing independent opinion on complex customer problems and novel initiatives; and assist with decision-making.	<ul style="list-style-type: none"> • Acts as a seasoned advisor (2) • Has been shown to provide independent opinion on complex customer problems (2) • Has been able to deliver and advise on novel initiatives (2) • Assists staff with decision making (2) • Helps develop decision making skills in others (2)
RSS5.2	RSS4.7	Ability to identify new and recommended processes to support improvements in the Retail Channel	<ul style="list-style-type: none"> • Has identified new approaches (3) • Has recommended new processes (3) • Recommendations have contributed to identifiable improvements in the Retail Channel (3)
RSS5.3	RSS4.4	Display an understanding of the current policies, practices, trends, affecting his/her business	Displays an understanding of: <ul style="list-style-type: none"> • All current policies (3) • Practices (3) • Trends (3) Affecting his/her business
RSS5.4	RSS4.2	Ability to assess performance and develop staff.	<ul style="list-style-type: none"> • Can be observed assessing performance of staff in a manner that is fair and achieves improvements (3) • Takes time to develop staff by understanding motivators, strengths and opportunities for improvement (3) • Has developed a high performing employee (3)
RSS5.5	RSS4.2	Ability to coach staff on performance and behaviours.	<ul style="list-style-type: none"> • Understands the importance of coaching staff (3) • Maintains regular coaching discussions with staff (3) • Is able to maintain staff performance and adherence to key behaviours through coaching (3)

RSS5.6	RSS4.6	Coordinate team work efforts and monitor progress to attain team goals	<ul style="list-style-type: none"> • Openly encourages team work and allows staff to assist each other. i.e. holds regular team meetings (4) • Articulates goals for the entire team and motivates staff to achieve them (4)
RSS5.7	N/A	Lead work teams and facilitate team building	<ul style="list-style-type: none"> • Displays leadership by catering for team needs and showing direction (4) • Builds cohesive teams by assisting individuals in sharing team goals (4)
RSS5.8	RSS4.8	Ability to provide constructive feedback and hold the team accountable for performance	<ul style="list-style-type: none"> • Provides regular feedback to team (3) • Articulates performance requirements for the team (3) • Maintains accountability for performance (3)
RSS5.9	RSS4.8	Possess the skills to assist with developing and implementing sales strategies (which include business development) to increase retail sales.	<ul style="list-style-type: none"> • Displays key skills to assist in sales (3) • Engages in business development (3) • Has been able to increase sales in their store over a period of time (3)
RSS5.10	N/A	Ability to build and maintain key stakeholder relationships.	<ul style="list-style-type: none"> • Can clearly articulate who key stakeholders in their work are (3) • Builds stakeholder relationships (3) • Maintains stakeholder relationships (3)
RSS5.11	N/A	Ability to assist in the management of expenses within budgets where required.	<ul style="list-style-type: none"> • Shows an ability to manage budgets and expenses (4) • Assists with management of budgets as required (4)

MPL2/3- Customer Service Officer- Direct Sales and Service

Code	Pre-requisite	Description	
DSS2/3.1	N/A	Work within set timeframes and call standards to provide relevant information to customers	<ul style="list-style-type: none"> • Can work within set timeframes (3) • Maintains call standards (3) • Provides relevant information to customers (3)
DSS2/3.2	N/A	Display the ability to verbally communicate products and processes to meet all customer expectations.	<ul style="list-style-type: none"> • Displays the ability to verbally communicate products and processes. • Meets all customer expectations (5)
DSS2/3.3	N/A	Demonstrate listening skills and the ability to respond professionally and appropriately to customers and colleagues	<ul style="list-style-type: none"> • Demonstrates good listening skills (4) • Has the ability to respond professionally and appropriately to customers and colleagues (4)
DSS2/3.4	N/A	<p>Ability to identify customer needs through effective questioning and appropriate responses while pursuing all opportunities that present throughout.</p> <p>[Note: This capability relies totally on effective verbal fact finding in comparison to Retail where communication incorporates non-verbal cues]</p>	<ul style="list-style-type: none"> • Uses effective questioning to identify customer needs (3) • Provides appropriate responses (3) • Pursues all opportunities that present throughout (3)
DSS2/3.5	N/A	Possess the ability to resolve to first call resolution with both the customer and MPL stakeholders.	<ul style="list-style-type: none"> • Possesses the ability to resolve to first call resolution with both the customer and MPL stakeholders (5)

MPL4 - Customer Service Officer- Direct Sales and Service

Code	Pre-requisite	Description	
DSS4.1	DSS3.1	Works within set timeframes and call standards to provide accurate and relevant information to members and potential members.	<ul style="list-style-type: none"> • Can work within set timeframes (3) • Maintains call standards (3) • Provides accurate information to members and potential members (3)
DSS4.2	N/A	Ability to efficiently identify CSO's needs through effective questioning and tailoring responses appropriately.	<ul style="list-style-type: none"> • Uses effective questioning to identify CSO's needs (4) • Provides appropriate responses (4)
DSS4.3	N/A	Proactively coach employees with respect to knowledge and customer relations.	<ul style="list-style-type: none"> • Can use coaching when dealing with employees (4) • Coaches with respect to knowledge and customer relations (4)
DSS4.4	N/A	Ability to identify process improvement opportunities and communicate ideas.	<p>Has the ability to:</p> <ul style="list-style-type: none"> • Identify process improvements (3) • Opportunities (3) • Communicate ideas (3)
DSS4.5	DSS2.2	Competent to discuss current and new services and processes	<ul style="list-style-type: none"> • Knows current and new services and processes (4) • Competent to discuss current and new services and processes (4)
DSS4.6	N/A	Utilise Medibank Product knowledge and experience to make suggestions to resolve problems outside own working area	<ul style="list-style-type: none"> • Displays good knowledge of Medibank's Products (4) • Has made suggestions to resolve problems outside of their own work area (4)
DSS4.7	N/A	Ability to train new and existing employees in MPL Products, Service Levels and Knowledge Systems.	<ul style="list-style-type: none"> • Knows MPL Products, Service Levels and Knowledge Systems (4) • Has shown the ability to train new and existing employees in these areas (4) •

DSS4.8	N/A	Quality Monitoring: Assess customer interactions via call recording system and report appropriate corrective actions.	<ul style="list-style-type: none">• Assess customer interactions via call recording system and report appropriate corrective actions (5)
---------------	-----	--	--

MPL2/3 - Customer Service Officer- Provider Support Services

Code	Pre-requisite	Description	
PSS2/3.1	N/A	Clear understanding of the application of all fund rules to Claims processing functions relevant to the role.	<ul style="list-style-type: none"> • Displays a clear understanding of the application of all fund rules relevant to the role (5) • Applies this understanding to Claims processing functions (5)
PSS2/3.2	N/A	Ability to “Capture and Edit” and process multiple claim types	<ul style="list-style-type: none"> • Has the ability to “Capture and Edit” and process multiple claim types (5)

MPL4 - Customer Service Officer- Provider Support Services

Code	Pre-requisite	Description	
PSS4.1	PSS2/3.1	Coach employees on application of fund rules to process a combination of claims.	<ul style="list-style-type: none"> • Can use coaching when dealing with employees (4) • Coaches employees on application of fund rules to process a combination of claims (4)
PSS4.2		Demonstrate solid communication process with internal business partners.	<ul style="list-style-type: none"> • Demonstrates solid communication process with internal business partners (5)
PSS4.3	PSS2/3.2	Coach/train colleagues to process claims through Capture, Edit, Audit and reassess functions	<ul style="list-style-type: none"> • Has Coach/trained colleagues to process claims through Capture, Edit, Audit and reassess functions (5)
PSS4.4	N/A	Manage enquiries from providers and front line staff with respect to fund rules and claims.	<ul style="list-style-type: none"> • Manages enquiries from providers and front line staff with respect to fund rules and claims (5)
PSS4.5	PSS2/3.2	Reassess hospital and medical claims	<ul style="list-style-type: none"> • Reassess hospital and medical claims (5)

MPL5 - Team Leader- Provider Support Services

At least 35% of the MPL5 capabilities need to be attained prior to being reclassified at that level.

Code	Pre-requisite	Description	
PSS5.1	N/A	Acts as a seasoned advisor; providing independent opinion on complex customer problems and novel initiatives; and assist with decision-making.	<ul style="list-style-type: none"> • Acts as a seasoned advisor (3) • Provides independent opinion on complex customer problems and novel initiatives (3) • Assists with decision-making, using sound decision making processes (3)
PSS5.2	N/A	Ability to identify new and recommended processes to support improvements in Provider Support Services	<ul style="list-style-type: none"> • Ability to identify new and recommended processes to support improvements in Provider Support Services (4)
PSS5.3	PSS2/3.1	Display an understanding of the current policies, practices, trends, affecting his/her business	Displays an understanding of: <ul style="list-style-type: none"> • the current policies, (2) • practices, (2) • trends, (2) affecting his/her business
PSS5.4	N/A	Ability to coach staff on performance and behaviours.	<ul style="list-style-type: none"> • Can coach staff (3) • Coaches on performance (3) • Coaches on behaviours (3)
PSS5.5	N/A	Coordinate team work efforts and monitor progress to attain team goals	<ul style="list-style-type: none"> • Has shown to coordinate team work (4) • Monitors progress to attain team goals (4)
PSS5.6	N/A	Lead work teams and facilitate team building	<ul style="list-style-type: none"> • Leads work teams effectively (4) • Facilitates team building (4)
PSS5.7		Ability to provide constructive feedback and hold the team accountable for performance	<ul style="list-style-type: none"> • Provides constructive feedback to the team and individual team members (3) • Is able to hold the team accountable for performance (3) • Ensures meeting performance goals (3)

PSS5.8		Ability to build and maintain key stakeholder relationships.	<ul style="list-style-type: none"> • Can identify key stakeholders (3) • Builds stakeholder relationships (3) • Maintains key stakeholder relationships (3)
PSS5.9		Ability to assist in the management of expenses within budgets where required.	<ul style="list-style-type: none"> • Has shown the ability to manage budgets and expenses (4) • Assists in the management of budgets as required (4)

SCHEDULE 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.

SCHEDULE 3: CUSTOMER CONTACT CENTRE

1. Customer Contact Centre - Normal Spread Of Hours

Due to the national service delivery of our Customer Contact Centres, the normal hours of work fall between 7:00am and 8:00pm, Monday to Saturday.

2. Customer Contact Centre – Rosters

2.1. The parties acknowledge that Medibank needs to produce rosters for the Customer Contact Centre that provide sufficient staffing across its hours of operation to satisfy its business needs. The contact centre will continue to run a rotational roster cycle so that employees are aware in advance of their times of work. Preferences will be sought and taken into consideration in advance of publishing the roster.

2.2. Any variance to this arrangement of rosters (rotational patterns as outlined in 2.1) will be addressed through the consultative committee. Without pre-empting the outcome of the consultative process, the parties, through the consultative committee set out at clause 4, will discuss a range of roster improvements. Specifically, the consultative committee will consider the viability of establishing a range of general roster options for employee preference consistent with clause 2.4 of this Schedule.

2.3. The parties recognise that seeking to develop an agreed roster, as set out in clause 43.1.1 is not practical for the operation of the Customer Contact Centre, but agree that the rest of clause 43.1 applies in full. Therefore prior to publishing a roster Medibank will seek employee preferences on:

- a) rostering hours beyond 6:00pm
- b) rostered days off
- c) carers responsibilities.

2.4. Medibank will take these preferences into consideration in developing the roster and Medibank will develop and introduce a transparent and equitable process for requesting and providing feedback on preferences.

3. Customer Contact Centre - Loading

3.1 Contact Centre employees will receive a fifteen per cent loading on base salary for rostered work performed in a Contact Centre between the hours of 6:00pm and 8:00pm Monday to Saturday.

3.2 Employees who were engaged on or prior to December 10th, 2004, and advised Medibank that they did not wish to be rostered after 6.00pm will not be rostered to work beyond 6.00pm.

4. Consultative Committee

A consultative committee will be established to discuss the changing needs relating to rosters in the contact centre. Medibank and CPSU shall agree on the structure of the consultative committee.

5. Customer Contact Centre progression and reclassification

The Performance Incentive Plan (PIP) replaces the process of classification, salary advancement and promotion for Contact Centre Staff. The parties agree that outcomes for each employee performing at, or above, the standard requirements of the role shall be no less beneficial under this arrangement than the arrangements set out at Part 4 of this Agreement.

SCHEDULE 4: EXAMPLES - OVERTIME FOR CALL BACK WHILE ON-CALL

The following are examples of the application of overtime when an employee is called back to the workplace while on-call. The examples are provided to assist with the interpretation and application of clauses 54.2 and 54.3.

Scenario

An employee is on-call from 7pm to 8am the following morning on a weekday:

Example 1:

The employee is called out at 9pm and attends for 2 hours:

Payment for single call out 3hrs at 1.5 SR (4.5hrs)

The employee is called out at midnight and attends for 30 minutes:

Payment for single call out 3hrs at 1.5 SR (4.5hrs)

Total payment for 2 single call outs equals 9hrs.

Payment as if the employee is treated as being in attendance for the full period 9pm to 12:30am:

3 hrs at 1.5SR and 0.5hrs at 2.0SR equals 5.5 hrs.

In this circumstance the employee would receive 5.5hrs (3hrs at 1.5SR, 0.5hrs at 2.0SR)

Example 2:

The employee is called out at 8:30 pm and attends for 2.5 hours:

Payment for single call out 3hrs at 1.5SR (4.5hrs)

The employee is called out at 2am and attends for 2 hours:

Payment for single call out 3hrs at 1.5SR (4.5hrs)

Total payment for 2 single call outs equals 9hrs

Payment as if the employee is treated as being in attendance for the full period 8:30pm to 4:00am:

3 hrs at 1.5SR and 4.5hrs at 2.0SR equals 13.5hrs.

In this circumstance the employee would receive 9hrs (6hrs at 1.5SR)

SCHEDULE 5: SALARY RANGES & ALLOWANCES

Classification	Range @ 31/12/09		Range @ 01/01/10		Range @ 01/01/11		Range @ 01/01/12	
	Base	Top	Base	Top	Base	Top	Base	Top
MPL Grade 1	31,949	38,804	32,987	40,065	34,142	41,467	35,337	42,918
MPL Grade 2/3	39,749	47,613	41,041	49,160	42,477	50,881	43,964	52,662
MPL Grade 4	48,847		50,435*		52,200*		54,027*	
MPL Grade 5	52,490	60,517	54,196	62,484	56,093	64,671	58,056	66,934

* As per clause 33 a review will occur to establish whether a band will be created for MPL 4. The band will apply as below. In the instance that a band is not created the salary point as stated in the above table will apply.

Classification	Range @ 31/12/09		Range @ 01/01/10		Range @ 01/01/11		Range @ 01/01/12	
	Base	Top	Base	Top	Base	Top	Base	Top
MPL Grade 4	48,847		50,105	53,251	51,859	55,115	53,674	57,044

ALLOWANCE		Current	At Lodgement	As at 01/01/11	As at 01/01/12
Cl. 27	Linguistic Allowance				
	Level 1 (\$ per week)	\$12.69	\$13.10	\$13.56	\$14.03
	Level 2 (\$ per week)	\$25.46	\$26.29	\$27.21	\$28.16
Cl. 28	Meal Allowance (Per incident)	\$18.93	\$19.55	\$20.23	\$20.94
Cl. 30	First Aid (\$ per week)	\$9.09	\$9.39	\$9.72	\$10.06