DECISION

*Fair Work Act 2009*
s.185—Enterprise agreement

**Medibank Health Solutions Pty Limited T/A Medibank Health Solutions**  
(AG2015/7854)

**MEDIBANK HEALTH SOLUTIONS ENTERPRISE AGREEMENT 2015**

Health and welfare services

COMMISSIONER LEE  
MELBOURNE, 29 FEBRUARY 2016

*Application for approval of the Medibank Health Solutions Enterprise Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Medibank Health Solutions Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Medibank Health Solutions Pty Limited T/A Medibank Health Solutions. The Agreement is a single enterprise agreement.

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

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

[4] The Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 March 2016. The nominal expiry date of the Agreement is 30 October 2016.
Annexure A

APPLICANT’S PROPOSED UNDERTAKINGS IN RELATION TO THE MEDIBANK HEALTH SOLUTIONS ENTERPRISE AGREEMENT 2015 (FWC Matter AG 2015/7854)

1. Undertaking – Clause 36.1 Termination of Employment

The Employers undertake that:

(a) With the exclusion of summary dismissal, if a probation period was to extend beyond 12 months, the employer would provide no less than the required notice under the NES.

Executed in accordance with Fair Work Regulation 2.07

Medibank Health Solutions Pty Ltd (ABN 99 078 934 791)
Signed for and on behalf of Medibank Health Solutions Pty Ltd (ABN 99 078 934 791) by its authorised representative:

Signature
Name: Kylie Bishop
Address: 720 Bourke Street, Docklands VIC 3008

Medibank Health Solutions Telehealth Pty Ltd (ABN 40 069 396 792)
Signed for and on behalf of Medibank Health Solutions Telehealth Pty Ltd (ABN 99 078 934 792) by its authorised representative:

Signature
Name: Kylie Bishop
Address: 720 Bourke Street, Docklands VIC 3008
Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Medibank Health Solutions Enterprise Agreement 2015

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</tr>
</tbody>
</table>
2. TITLE
This Agreement shall be known as the “Medibank Health Solutions Enterprise Agreement 2015” (the Agreement).

3. PERIOD OF OPERATION
The Agreement commences operation on the Commencement date and shall reach its nominal expiry date on 30 October 2016.

4. SCOPE AND PARTIES COVERED
4.1 This Agreement is made under Section 172 of the Act and covers:
   a) Medibank Health Solutions Pty Limited (ABN 99 078 934 791); Medibank Health Solutions Telehealth Pty Limited (ABN 40 069 396 792); and
   b) Employees of the Employers who are employed and perform work in the following capacities:
      (a) Clinical delivery roles; and
      (b) Operational administrative roles
   c) any union recorded in Fair Work Australia’s approval notice as being covered by the Agreement.

4.2 The following employees are excluded from coverage under the Agreement:
   a) Medical Advisors, Senior Medical Advisors and Occupational Physicians, whose full time equivalent Salary is greater than $180,000
   b) Corporate support classifications
   c) Medical Advisors and Senior Medical Advisors employed by Medibank Health Solutions Telehealth Pty Limited.

5. DEFINITIONS
5.1 “Act” means the Fair Work Act 2009.
5.2 “Clinical delivery roles” means the positions of:
   a) Allied Health Professional
   b) Enrolled Nurse
   c) Intern Health Professional
   d) Medical Advisor
   e) Occupational Physician
   f) Registered Nurse
   g) Senior Medical Advisor
   h) Senior Nurse.

5.3 “Clinic employees” means employees of Medibank Health Solutions Pty Limited, The Travel Doctor – TMVC Pty Ltd, or Work Solutions Australia Pty Limited.

5.4 “Commencement date” means the date Fair Work Australia’s approval notice advises this Agreement comes into operation.
5.5 “Corporate support classifications” means those roles which provide Corporate support to the Employer, rather than performing Operational administrative roles. This includes practice managers, team leaders (within Medibank Health Solutions Telehealth Pty Ltd), medical directors, managers, and any employee working in roles such as auditing, business development, business support, governance, marketing, sales, finance, IT, learning and development, human resources, and project management.

5.6 “Fair Work Act” means the Fair Work Act 2009 (Cth), Fair Work (Transitional and Consequential Provisions) Act 2009 (Cth) and any regulations made under those enactments and any legislation that replaces or supersedes those enactments.

5.7 “Operational administrative roles” means the following positions which support Clinical delivery roles:
   a) Administrative Officer
   b) Receptionist
   c) Customer service representatives
   d) Health support officers
   (s) Senior Administrative Officer.

5.8 “Ordinary rate of pay” means the annual (or hourly) salary excluding overtime, penalty rates, allowances, shift allowances, bonuses, superannuation and any other like payments.

5.9 “MHST employees” means an employee of Medibank Health Solutions Telehealth Pty Limited.

5.10 “Salary” means the annual salary paid to an employee that is no less than the relevant minimum Salary stated in Schedule 1.

5.11 “Shift” means a period of time when an employee is requested to perform work, and actually performs work.

6. RELATIONSHIP TO POLICIES AND PROCEDURES

6.1 Employees will be informed of and given access to all policies and procedures that supplement the terms and conditions in this Agreement.

6.2 To the extent of any inconsistency, the provision of this Agreement will prevail over the Employers’ policies and procedures (as varied by the Employer from time to time). The policies and procedures, do not however, form part of this Agreement.

7. 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 Act.

8. BASIS OF EMPLOYMENT

The preferred basis for employment is as an ongoing, permanent employee. Employees may be engaged either: as a permanent (whether that be full time or part time); for a specified term (whether that be full time or part time), or on a casual basis.

9. FULL TIME EMPLOYEE

A full time employee is an employee who is engaged as a full-time employee and whose ordinary hours are 37.5 hours per week, or 75 hours per fortnight, or 150 hours per 28 day period.

10. PART TIME EMPLOYEE

10.1 A part time employee is an employee who is engaged as a part-time employee and who works predictable hours of work that are less than a full time employee, and whose ordinary hours can be averaged over a period of up to 28 days.
10.2 A part time employee's Salary, annual leave, personal leave, long service leave, paid parental leave, paid special parental leave, first aid allowance and public holidays will accrue and / or be paid on a pro-rata basis based on their ordinary part time hours.

10.3 Part time employees will be rostered to work a minimum of 3 consecutive hours on any occasion unless otherwise agreed between the Employer and the relevant employee.

10.4 Hours of work by a part time employee will be paid at ordinary rates of pay, unless overtime is payable for the part time employee as provided in this Agreement.

10.5 Before commencing employment, or at any time during the employment, the Employer and the part time employee will agree in writing, the ordinary hours of work and the relevant days of work. A part time employee's days of work may be varied in writing by mutual consent.

10.6 Where an employee is regularly working more than their specified ordinary hours per week, and such hours are likely to continue, the employee may apply for a review of their specified ordinary hours per week.

11. CASUAL EMPLOYEE

11.1 A casual employee is an employee who is engaged as a casual employee and is paid as such. A casual employee must be advised in writing that they are engaged and paid as a casual.

11.2 A casual employee is engaged on an hourly basis when required by an Employer with a minimum payment of 3 consecutive hours on any occasion, unless otherwise agreed between the Employer and the relevant employee.

11.3 A casual employee will be paid an hourly rate, not less than the minimum hourly Salary equivalent in Schedule 1 for the relevant classification, plus a 20% loading. The casual loading is paid in recognition of the casual nature of the work and in lieu of entitlements under the public holidays, Good Health Day, annual leave, paid personal leave, paid compassionate leave, and parental leave provisions contained in this Agreement, except as provided for under the Act.

11.4 The employment of a casual employee may be terminated by either the employee or Employer on 1 hours' notice. The Employer may elect to make a payment in lieu of notice, or part thereof.

11.5 A casual employee will be paid overtime for pre-approved hours worked in excess of 75 per fortnight.

11.6 Where a casual employee has been working on a regular and systematic basis for over 12 months, and is likely to continue to do so in the future, the employee may apply for conversion to permanent employment.

12. SPECIFIED TERM EMPLOYEE

12.1 Full time and part-time employees may be engaged as specified term employees.

12.2 A specified term employee is an employee whose letter of appointment provides that they are employed for a specified period of time or for completion of a specific project or task.

13. CLASSIFICATION AND SALARIES

13.1 An employee's Salary from the Commencement date will be no less than the relevant amount contained in Schedule 1.

13.2 Each Employer's pay period currently operates on a fortnightly basis in arrears. Payments owing under this Agreement will be made electronically into an employee's bank account, no later than 5 days after the end of the pay period.

13.3 The Employers may adjust the pay period frequency or payment days on reasonable notice to employees.
14. **ANNUAL SALARY REVIEW**

14.1 There will be an annual salary review, with any resulting increase effective on the first full pay period following 1 July each year. Employees with less than 4 months service at 1 July in a particular year will not be eligible for that year’s annual salary review, but will qualify for an interim review at 1 January the following year.

14.2 Any increase will be calculated in accordance with the Employers’ Remuneration policy, which has regard to an employee’s relevant position within the salary range (which is based upon market conditions) and the employee’s most recent performance rating.

14.3 Casual employees who have worked regularly and systematically for not less than 6 months at 1 July will also participate in the annual salary review.

15. **ANNUALISED SALARY**

15.1 For employees hired after the Commencement date, the Employer may offer employment (but not as a condition precedent of employment) on the basis of an Annualised Salary. Subject to the terms of the offer, the Annualised Salary may be inclusive of, and paid in lieu of the following provisions of this Agreement:

a) Overtime
b) Shift penalties
c) Excess travel time
(4) Time off in lieu
(5) The relevant Salary contained in Schedule 1.

15.2 An Annualised Salary must result in the employee being better off overall in receipt of the Annualised Salary than he or she would have been had the employee been paid those remuneration components incorporated into the Annualised Salary under the Agreement.

15.3 Employees engaged prior to 20 December 2012, whose Salary was greater than $80,148 per annum, are deemed to be engaged on an Annualised Salary for the purposes of this Agreement and shall include the following provisions of this Agreement (except where confirmed in writing otherwise by the Employer):

(1) Overtime
(2) Shift penalties
(3) Excess travel time
(4) Time off in lieu
(5) The relevant actual salary for the employee.

15.4 Other employees engaged prior to the Commencement date, subject to agreement with the Employer, may be offered and accept an Annualised Salary in writing. Subject to the terms of the offer, the annualised salary may be inclusive of, and paid in lieu of the following provisions of this Agreement:

a) Overtime
b) Shift penalties
c) Excess travel time
(4) Time off in lieu
(5) The relevant actual salary for the employee.

The Employers undertake that an Annualised Salary arrangement reached pursuant to clause 15 is an Individual Flexibility Agreement and the provisions of clause 38 and Schedule 2 of this Agreement apply to any such Annualised Salary arrangement.
16. **SHIFT WORK**

16.1 MHST employees are shift workers and as such, are required to work shifts in accordance with the Employer's requirements. Such shift work hours or patterns of work may be changed by the Employer to meet operational needs.

16.2 Shift arrangements applicable to all employees are as follows:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hours</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day shift</td>
<td>Hours worked between 7am and 6pm</td>
<td>Nil</td>
</tr>
<tr>
<td>Evening shift</td>
<td>Hours worked between 6pm and 12midnight</td>
<td>15%</td>
</tr>
<tr>
<td>Night shift</td>
<td>Hours worked between 12midnight and 7am</td>
<td>25%</td>
</tr>
<tr>
<td>Saturday shift</td>
<td>Hours worked anytime on Saturday</td>
<td>50%</td>
</tr>
<tr>
<td>Sunday shift</td>
<td>Hours worked anytime on Sunday</td>
<td>75%</td>
</tr>
</tbody>
</table>

16.3 Shift penalties are payable to employees who work on shifts, and are not payable when work is not performed.

16.4 Shift penalties are paid per hour worked within the shift period (e.g. an employee working a shift from 4pm to 11pm will not receive a penalty for the hours between 4pm to 6pm, but will then receive the evening shift penalty for all hours from 6pm to 11pm).

16.5 Rosters for shift workers of at least 14 days duration setting out each employee's ordinary hours of work will be made available to employees at least 14 days before they come into operation. At least 28 days' notice will be given by the Employer of a change in a roster, however, a roster may be altered at any time where another employee is absent from duty on account of illness, or in an emergency. Regard will be had to carer responsibilities when considering changes in rosters.

17. **ALLOWANCES**

17.1 Subject to clause 10.2, the following allowances are payable:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Application</th>
<th>Amount</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Aid</td>
<td>A trained first aider appointed by an Employer to act as such</td>
<td>$13.75 per week</td>
<td>1 July each year; a % increase based on the average % salary increase under this Agreement</td>
</tr>
<tr>
<td>Meal</td>
<td>For approved overtime where more than 2 hours overtime is worked, a meal is not supplied and less than 24 hours' notice is provided of the overtime requirement</td>
<td>$26.50 per occasion</td>
<td>1 July each year; a % increase based on the average % salary increase under this Agreement</td>
</tr>
<tr>
<td>Private vehicle</td>
<td>Use of private vehicle, in accordance with Travel policy</td>
<td>ATO rates</td>
<td>In line with ATO rates</td>
</tr>
</tbody>
</table>

18. **SUPERANNUATION**

18.1 Subject to compliance with relevant superannuation legislation, the Employers will, if required, contribute superannuation for all employees covered by this Agreement, at 10% of the employee's ordinary time earnings as defined by superannuation legislation or as otherwise required from time to time.
18.2 Superannuation will be paid into a fund of the employee’s choice, which choice is exercisable in accordance with the applicable legislation. Where an employee does not nominate a fund of choice, Employer contributions will be made to the Employer’s default fund from time to time.

19. ORDINARY HOURS OF WORK

19.1 It is important, for the ongoing competitiveness and financial health of the business, that the Employer is able to allocate the hours of its workforce to meet client expectations and operational requirements, whilst seeking to accommodate employees’ work/life balance and achieve consistency. The provisions within this part of the Agreement should be read and applied in a manner consistent with this intent.

19.2 Ordinary hours are able to be worked, subject to the penalties payable under clause 16:

(1) For MHST employees, any day or hour per week

(2) For Clinic employees, between:

(a) 7:00am and 6:00pm, Monday to Friday; and

(b) 8:00am and 5:00pm, Saturday (provided that the employee agrees to work these hours as ordinary hours and these hours are not otherwise classified as overtime hours under this Agreement).

19.3 The maximum number of ordinary hours of work that can be rostered in any one day is 10 hours.

19.4 Meal breaks are not considered as time worked, but rest breaks are counted as time worked.

19.5 The Employer may require employees to work reasonable additional hours in excess of their ordinary hours of work.

19.6 Shifts and additional hours will be organised to give employees a minimum of 10 hours off duty between successive periods of work. However, an employee may, at their absolute discretion, agree to work successive periods of work without a minimum of 10 hours off duty. If an employee agrees to work without a minimum of 10 hours off duty, no overtime will be payable despite clause 21.3(2) for any part of the successive shift, except for work in excess of 10 hours.

19.7 Where an employee has, at the employee’s absolute discretion, agreed to work successive periods of work without a minimum of 10 hours off duty under Clause 19.6 of this Agreement:

(a) the period from the commencement of the first successive period of work to the end of the second successive period of work (including the period off duty) shall not exceed 12 hours;

(b) following completion of the two successive periods of work, the employee must be given a minimum of 10 hours off duty; and

(c) overtime may apply pursuant to clause 21.

19.8 Employer meetings with employees and Employer provided training will occur during paid work time.

20. BREAKS

20.1 An employee will receive an unpaid meal break of not less than 30 minutes duration after no more than 4 hours of work, provided their scheduled hours of work during a relevant shift exceed 5 hours.

20.2 Where an employee works 4 hours in succession (including meal breaks) they are entitled to a paid rest break of 10 minutes duration within each 4 hour period.

20.3 All rest breaks must be taken at a time agreed with the Employer and take into account operational requirements. Subject to agreement between the Employer and employee, rest breaks may be combined.
21. **OVERTIME**

21.1 Employees may be required to work reasonable additional hours as overtime as directed by the Employer.

21.2 Overtime is not payable unless it is approved by the Employer in advance of the overtime being worked.

21.3 Subject to other provisions of this Agreement, a full time employee will be paid overtime at the rate of time and one half for the first 2 hours work, and double time thereafter, for additional hours worked that:
   a) Are in excess of 75 hours per fortnight (for the purpose of this clause a fortnight will correspond with a fortnightly pay period); or
   b) Exceed more than 10 hours per day; or
   c) Are beyond the employee’s rostered hours for the relevant shift in any one day.

21.4 Overtime will be payable at the rate of time and one half for the first two hours of work and double time thereafter, for additional hours worked that:
   (1) for part time and casual Enrolled Nurses, Registered Nurses and Senior Nurses, exceed more than 7.5 hours per day;
   (2) for part time and casual Medical Advisors, Occupational Physicians and Senior Medical Advisors:
      (i) are in excess of 75 hours per fortnight (for the purpose of this clause a fortnight will correspond with a fortnightly pay period); or
      (ii) exceed more than 10 hours per day; and
   (3) for part time Operational administrative roles, Allied Health Professionals and Intern Health Professionals, exceed the ordinary hours of work for that employee which have been agreed in accordance with clause 10.5 of this Agreement, and for casual employees within these classifications exceed the hours they have agreed to work on any shift.

21.5 The penalty rates and loadings prescribed in this Agreement, including but not limited to overtime penalties and shift penalties, do not have a cumulative or concurrent effect. That is, where more than one penalty rate or loading is prescribed by this Agreement as applying to an employee, the employee is only entitled to the penalty rate or loading that provides the employee with the greatest entitlement.

21.6 A Clinic employee recalled to work overtime at the request of the Employer after having completed a rostered shift will receive a minimum payment of 3 hours.

22. **FLEXIBLE WORKING ARRANGEMENTS**

22.1 Where an employee remains at work beyond the scheduled finishing time for their shift for up to 15 minutes, time off in lieu will be granted to the employee instead of overtime (if overtime is applicable).

22.2 Time off in lieu will equate to the additional time actually worked, and will be managed at the local level between an employee and their Manager.

22.3 With the agreement of the Employer, time off in lieu may be granted in advance to meet an individual employee’s personal circumstances. Any outstanding advanced time off in lieu can be recovered from monies owed upon termination.

22.4 Time off in lieu must be taken (or repaid) within 6 weeks of being worked and the Employer and employee will use their best endeavours to facilitate this occurring.

23. **HIGHER DUTIES**

Where an employee is required to perform the duties of a higher level position for 3 consecutive days or more, the employee will be paid an amount commensurate with the duties being performed at the
payment level agreed in writing between the employee and their manager prior to the duties being performed.

The amount will be an increase on the employee's current rate of pay and not less than the appropriate minimum salary in Schedule 1.

24. EXCESS TRAVEL TIME

24.1 Employees who are required to travel to regional areas or interstate away from their usual work location will be paid excess travelling time at their ordinary rate of pay for each hour (or part thereof):
   a) in excess of 9 hours combined travel and work per day;
   b) when required to fly and return the same day, hours prior to 7.30am or after 6.00pm.

25. FITNESS FOR WORK

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

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

26. UNIFORMS

Employees required by the Employer to wear uniforms will be supplied with appropriate uniforms, as determined by the Employer.

27. PUBLIC HOLIDAYS

27.1 Employees may be rostered on public holidays, in accordance with the provisions of the Act.

27.2 Payment for public holidays in respect of employees will be:

<table>
<thead>
<tr>
<th>Circumstance</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rostered to work but not required to work</td>
<td>Ordinary rate of pay per hour rostered</td>
</tr>
<tr>
<td>Is required to work and attends work</td>
<td>2.5 times ordinary rate of pay per hour worked</td>
</tr>
<tr>
<td>Not rostered to work and does not work</td>
<td>Nil</td>
</tr>
</tbody>
</table>

27.3 Public holidays comprise days gazetted for the State or Territory in which the relevant employee works. If substitute days are gazetted for any of 25 December, 26 December or 1 January, such days and the substitute days will be regarded as being public holidays. Public holidays will include Easter Saturday.

27.4 Where the Employer and an employee agree, another day may be substituted for any public holiday.

28. GOOD HEALTH DAY

28.1 Full-time and part-time employees are entitled to one day off per calendar year, to be known as 'Good Health Day'.

28.2 Good Health Day will be paid at an employee's ordinary rate of pay and is to be taken:
a) by Clinic employees, on the business day immediately following the gazetted Boxing Day public holiday each year; and
b) by MHST employees, on any day throughout the year agreed with their manager.

29. **ANNUAL LEAVE**

29.1 Subject to clause 29.3, annual leave will be paid at an employee’s ordinary rate of pay and will accrue progressively, and leave loading will be payable, for full time employees on the following basis:

<table>
<thead>
<tr>
<th>Shift Worked</th>
<th>Weeks Annual Leave Accrual Per Year</th>
<th>Hours Annual Leave Accrual Per Year</th>
<th>Leave Loading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day shift – Monday to Friday (hours worked between 7am and 6pm)</td>
<td>4 weeks</td>
<td>150 hours</td>
<td>Nil</td>
</tr>
<tr>
<td>Day shift – Saturday or Sunday (hours worked anytime on Saturday or Sunday)</td>
<td>5 weeks</td>
<td>187.5 hours</td>
<td>20%</td>
</tr>
<tr>
<td>Evening shift (hours worked between 6pm and 12midnight)</td>
<td>5 weeks</td>
<td>187.5 hours</td>
<td>20%</td>
</tr>
<tr>
<td>Night shift (hours worked between 12midnight and 7am)</td>
<td>6 weeks</td>
<td>225 hours</td>
<td>20%</td>
</tr>
</tbody>
</table>

29.2 Part-time employees will accrue annual leave on a pro-rata basis.

29.3 Annual leave will accrue on the following basis:

a) subject to sub clause 29.3(b), annual leave will accrue on a pro rata basis for each hour or part thereof, that is worked during each shift type (e.g. an employee working an evening shift from 4pm to 11pm will accrue annual leave for the hours between 4pm to 6pm on the basis of an annual leave entitlement of 4 weeks per year, and will then accrue annual leave for the hours between 6pm to 11pm on the basis of an annual leave entitlement of 5 weeks per year);

b) permanent MHST employees whose regular roster includes shifts other than day shift Monday to Friday are defined as shift workers for the purposes of the NES and are entitled to a base entitlement of 5 weeks annual leave (pro rata for part time pursuant to clause 29.2). In addition to the 5 week entitlement (pro rata for part time) a shift worker employee who works hours between midnight and 7am will accrue pro rata annual leave for any such hours worked on the basis of an annual leave entitlement of 6 weeks per year (pro rata for part time);

c) full-time employees who only work day shift Monday to Friday are entitled to accrue 4 weeks annual leave per year.

29.4 Subject to the Act, annual leave is to be taken at times agreed with an employee and their manager.

29.5 An Employer may direct an employee to take annual leave:
a) Within a period of 3 months when their accrued annual leave exceeds 8 weeks (or pro rata equivalent for part-time employees);

b) When a part of the Employer’s business closes down associated with Christmas or Easter periods, subject to:
   (a) a minimum of 4 weeks’ notice being provided of the close down; and
   (b) the period of close down not exceeding 2 weeks (including public holidays and weekends).

Employees with less than the required balance of leave will utilise any unused time off in lieu (in accordance with clause 22), else be provided with annual leave in advance or elect to take unpaid leave.

29.6 For the avoidance of doubt, where an entitlement to annual leave loading exists under this Agreement, the balance of such annual leave loading amount will be paid upon termination of employment.

30. CASHING OUT OF ACCRUED ANNUAL LEAVE

An employee may submit a request in writing that the Employer cash out accrued annual leave entitlements at the same amount that would have been payable if the employee had taken the leave, up to the equivalent of 2 weeks accrued annual leave per annum, subject to:

a) the employee having taken at least 2 weeks annual leave in the past 12 months;

b) the cashing out not resulting in the employee’s remaining accrued annual leave balance being less than 4 weeks; and

(3) each agreement to cash out being documented separately in writing.

31. PURCHASE OF ADDITIONAL ANNUAL LEAVE

Full time, part time and specified term employees (with greater than 12 months service) may purchase a maximum of 4 weeks annual leave in addition to the entitlement in clause 29.1 above, on the basis of a regular salary deduction of the value of leave purchased over a maximum period of 12 months. Upon termination, any outstanding amounts will be either recovered by the Employer from any monies owed, or paid to the employee.

32. PERSONAL LEAVE

32.1 Personal leave, which includes carers’ leave, will be paid at an employee’s ordinary rate of pay and will accrue and is to be taken in accordance with the Act.

32.2 Full time employees are entitled to a total accrual of 10 days paid personal leave per year of service (as defined by the Act), and subject to complying with the notification requirements of the Act, are entitled to take paid personal leave.

32.3 Personal leave entitlements of part-time employees accrue on a pro-rata basis in accordance with the Act and part-time employees are entitled to take paid personal leave subject to complying with the notification requirements of the Act.

32.4 Casual employees are entitled to unpaid personal leave in accordance with the Act.

32.5 Where a reasonable cause exists, the Employer may require an employee to substantiate an absence by either a medical certificate or a statutory declaration.

33. COMPASSIONATE LEAVE

33.1 Permanent employees are entitled to take up to 5 days paid compassionate leave per occasion, paid at an employee’s ordinary rate of pay and subject to meeting the eligibility criteria and notification requirements of the Act.

33.2 Casual employees are entitled to unpaid compassionate leave in accordance with the Act.
34. PARENTAL LEAVE

34.1 Employees are entitled to unpaid parental leave and adoption leave in accordance with the Act.

34.2 Full-time and part-time employees are entitled to 14 weeks paid parental or adoption leave to be paid at their ordinary rate of pay, provided they:
   a) have had at least 12 months continuous service with their Employer at the expected date of birth, or placement of the child in the case of adoption; and
   b) are the child's primary care giver for the 14 weeks immediately following the birth of the child, or placement of child in the case of adoption, and they are absent from work on parental leave for this period.

34.3 Eligible employees can elect to receive the 14 week payment at the time of commencing parental or adoption leave, or have it paid in accordance with their usual pay cycle.

34.4 Full-time and part-time employees are entitled to 2 weeks paid secondary carers leave in connection with the birth of a child by their spouse or partner, or the placement of a child with them and their spouse or partner in the case of adoption. This leave may commence on or after the date of birth or placement, but must end no later than 4 weeks after such date. This payment will be paid at the employee’s ordinary rate of pay.

34.5 At the employee's request, payment due under this clause may be paid at half rate of pay.

35. LONG SERVICE LEAVE

35.1 Long service leave will accrue pro-rata at a rate of 1.3 weeks per annum and shall be provided to the employee as an entitlement on completion of 7 years continuous service.

35.2 Where an employee has completed between 5 and 7 years continuous service and the employee dies, or the employee's employment is terminated (by either the Employer or an employee) as a consequence of illness, incapacity, permanent disability, for pressing domestic necessity or other pressing necessity, redundancy, or attaining the minimum retirement age, the employee will receive payment in lieu of pro-rata long service leave. For the purpose of applying this clause “retirement” means an employee who is sixty (60) years of age, or over, and has provided the Employer with written notice of their intention to retire from their employment.

35.3 An employee in NSW or the ACT who has completed between 5 and 7 years continuous service and whose employment is terminated by the Employer for reasons other than serious misconduct will receive payment in lieu of pro-rata long service leave.

35.4 An employee who has completed 7 years continuous service will receive, upon termination of employment (by either the Employer or an employee), payment in lieu of unused pro-rata long service leave, as part of their final pay.

35.5 An employee may take accrued long service leave in such periods as agreed with the Employer.

35.6 In lieu of the period of service required in clause 35.2 above for a pro-rata long service leave payment in the event of redundancy, Clinic employees who were engaged prior to the Commencement date, will be entitled to payment in lieu of pro rata long service leave on redundancy after 1 years' service.

35.7 MHST employees who transferred from Australian Health Management Group Pty Limited (ABN 96 003 683 298) in 2011 and whose common law contracts contain long service leave accrual entitlements greater than those expressed in this clause will receive the long service leave accrual entitlements contained in their contracts.

35.8 Long service leave payments will be calculated in accordance with the long service leave legislation applicable in the State or Territory in which the employee works. The long service leave benefits provided in this clause are not intended to provide a dual benefit to employees who are entitled to benefits under the long service leave legislation in each State and Territory, or pursuant to an Award derived long service leave terms.
35.9 If an employee is entitled to more generous long service leave provisions for any period of service under award derived long service leave term in accordance with the Act, such as the Nurses (Victorian Health Services) Award 2000 or Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004, those more generous provisions shall apply in lieu of the provisions of this clause.

36. TERMINATION OF EMPLOYMENT

36.1 With the exclusion of summary dismissal, the Employer will provide employees with the following notice of termination:

<table>
<thead>
<tr>
<th>Service when notice is given</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) During probation period</td>
<td>1 week</td>
</tr>
<tr>
<td>(b) After the expiration of any probation period and excluding employees covered by (c) below</td>
<td>4 weeks</td>
</tr>
<tr>
<td>(c) Employees 45 years of age or over and who have at least 2 years continuous service</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

36.2 The Employer may elect to pay an employee an equivalent amount in lieu of notice, or part thereof, at an employee’s relevant Salary.

36.3 The Employer may summarily dismiss an employee without notice at any time for serious misconduct.

36.4 An employee is required to give the Employer 1 weeks’ notice during probation, else 4 weeks in all other circumstances. If an employee fails to give the required notice, the Employer may withhold from monies due an amount equal to the notice not provided. For the avoidance of doubt, no deductions will be made pursuant to Clause 36.4 of the Agreement from amounts due to an employee unless the employee authorises the deduction in writing in advance.

37. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

37.1 The following provisions apply in conjunction with the Act.

37.2 This clause shall apply to full-time and part-time employees and, despite any other provision, to casual employees who have been employed by their Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately prior to their termination.

37.3 If the Employer terminates an employee due to redundancy, the employee will be entitled to:

a) the notice, or payment in lieu of notice, in clause 36; and
b) a redundancy payment, calculated at the employee’s ordinary rate of pay, as follows:

<table>
<thead>
<tr>
<th>Years continuous service on termination</th>
<th>Under 45 years of age</th>
<th>Over 45 years of age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1 – 2 years</td>
<td>4 weeks'</td>
<td>5 weeks'</td>
</tr>
<tr>
<td>2 – 3 years</td>
<td>7 weeks'</td>
<td>8.75 weeks'</td>
</tr>
<tr>
<td>3 – 4 years</td>
<td>10 week's</td>
<td>12.5 week's</td>
</tr>
<tr>
<td>4 – 5 years</td>
<td>12 weeks'</td>
<td>15 weeks'</td>
</tr>
<tr>
<td>5 – 6 years</td>
<td>14 weeks'</td>
<td>17.5 weeks'</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks'</td>
<td>20 week's</td>
</tr>
</tbody>
</table>
37.4 In lieu of the payments in clause 37.3, Clinic employees engaged prior to 20 December 2012, will be entitled to a severance payment of 2 weeks' ordinary pay per year of service, capped at 52 weeks, and at no less than the minimum redundancy pay as prescribed in the Act.

37.5 MHST employees who transferred from Australian Health Management Group Pty Limited (ABN 96 003 683 298) in 2011 and whose common law contracts contain redundancy entitlements greater than those expressed in this clause will receive the redundancy entitlements contained in their contracts.

37.6 An employee given notice of termination due to redundancy may terminate their employment during the notice period. In such circumstances, the employee will be entitled to the redundancy payment under either clause 37.3(b) or 37.4 but not any remaining payment in lieu of notice under clause 37.3a).

37.7 An employee is not entitled to redundancy pay if:
   a) they are a casual employee who has not been employed by their Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately prior to their termination;
   b) they are engaged for a specific period, for a specified task or for the duration of a specified season;
   c) they are subject to a training arrangement;
   d) they have less than one years' service;
   e) they are offered acceptable alternate employment;
   f) the employee rejects an offer of employment made by a new employer that:
      (a) is on terms and conditions substantially similar to, and, considered on an overall basis no less favourable than, the employee's terms and conditions of employment with the Employer immediately before the termination; and
      (b) recognises the employee's service with the Employer as service for the purposes of redundancy pay; and
   g) there is a transfer of business (within the meaning of the Act) and the new employer recognises the employee's service with the Employer as continuous service with the new employer.

38. EMPLOYMENT FLEXIBILITY
38.1 An Employer and an employee covered by this Agreement may agree to make an individual flexibility agreement as set out in Schedule 2 of this Agreement.

39. CONSULTATION
39.1 This clause applies if:
   a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
   b) proposes to introduce a change to the regular roster or ordinary hours of work of employees

Major Change
39.2 For a major change referred to in 39.1(a):
   a) The Employer must notify the relevant employees of the decision to introduce the major change; and
b) Subclauses (39.3) to (39.9) apply

39.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

39.4 If:
   a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   b) the employee or employees advise the Employer of the identity of the representative;

   the Employer must recognise the representative.

39.5 As soon as practicable after making its decision, the Employer must:
   a) discuss with the relevant employees:
      (a) the introduction of the change; and
      (b) the effect the change is likely to have on the employees; and
      (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
   b) for the purposes of the discussion — provide, in writing or by other means, to the relevant employees:
      (a) all relevant information about the change including the nature of the change proposed; and
      (b) information about the expected effects of the change on the employees; and
      (c) any other matters likely to affect the employees.

39.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

39.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

39.8 In this clause, a major change is likely to have a significant effect on employees if it results in:
   a) the termination of the employment of employees; or
   b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
   c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
   d) the need to relocate employees to another workplace; or
   e) the restructuring of jobs.

39.9 In this clause, relevant employees mean the employees who may be affected by the major change.

39.10 Change to regular roster or ordinary hours of work

39.11 For changes referred to in 39.1 (b):
   (a) the employer must notify the relevant employees of the proposed change; and
   (b) sub clauses 39.12 to 39.17 apply.

39.12 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

39.13 If:
   a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
b) the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

39.14 As soon as practicable after proposing to introduce the change, the Employer must:

a) discuss with the relevant employees the introduction of the change; and
b) for the purposes of the discussion - provide to the relevant employees:
   (a) all relevant information about the change, including the nature of the change; and
   (b) information about what the employer reasonably believes will be the effects of the change on the employees; and
   (c) information about any other matters that the employer reasonably believes are likely to affect the employees; and

c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)

39.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

39.17 In this term "relevant employees" means the employees who may be affected by a change referred to in 39.1.

40. DISPUTE SETTLEMENT PROCEDURE

40.1 The following is the agreed process to genuinely attempt to resolve grievances and/or disputed issues at the workplace that may arise under this Agreement. This process deals with matters which pertain to the relationship between the Employers and persons who, at any time when the Agreement is in operation, are employed by an Employer and are bound by the Agreement. For the avoidance of doubt this includes matters in relation to the National Employment Standards.

40.2 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.

40.3 An employee may be assisted at any stage of the process by an employee representative of their choice. The Employers may also be represented at any stage of the process.

40.4 The parties to the dispute and their representatives will act in good faith including (but not limited to):

a) Notification of the dispute;
b) Speaking on behalf of the employee; and
c) Advising the respective party of the nature and details of the dispute.

40.5 The Procedure

Step 1:
The matter will be discussed between the employee, their supervisor and, if the employee so chooses, their employee representative.

If the matter pertains to the interpretation and/or application of this Agreement, 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 the dispute remains unresolved after Step 1, either party may refer the matter 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 dispute remains unresolved, either party may refer the matter to the relevant representative of the Employer’s executive team for resolution. The employee may choose to have an employee representative involved.

**Step 4:**

On conclusion of Step 3, if the dispute remains unresolved, either party may refer the dispute for private mediation. The employer will meet the cost of the mediator. That mediator is permitted to issue a decision in order to settle the dispute, which is binding on all the parties to the dispute.

For the avoidance of doubt, the mediator must be a person who is independent of the Employers, employees and employee organisations covered by this Agreement.

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

40.7 With the exception of reasonable concerns about an imminent risk to the health and safety of the employee, an employee must continue to work as reasonably directed by the Employer within the normal operational requirements that existed prior to the dispute while the dispute is being resolved.
## SCHEDULE 1 CLASSIFICATION AND SALARY

### TABLE 1

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual $</td>
</tr>
<tr>
<td>Enrolled Nurse</td>
<td>49,771</td>
</tr>
<tr>
<td>Registered Nurse</td>
<td>58,579</td>
</tr>
<tr>
<td>Senior Nurse</td>
<td>73,223</td>
</tr>
<tr>
<td>Intern Health Professional</td>
<td>50,620</td>
</tr>
<tr>
<td>Allied Health Professional</td>
<td>58,579</td>
</tr>
<tr>
<td>Health Support Officer</td>
<td>43,350</td>
</tr>
<tr>
<td>Administrative Officer /Receptionist</td>
<td>43,350</td>
</tr>
<tr>
<td>Senior Admin Officer</td>
<td>47,755</td>
</tr>
<tr>
<td>Medical Advisor</td>
<td>148,569</td>
</tr>
<tr>
<td>Snr Medical Advisor</td>
<td>158,120</td>
</tr>
<tr>
<td>Occupational Physician</td>
<td>180,405</td>
</tr>
</tbody>
</table>

* 'Enrolled Nurse' means an employee who performs the duties of an enrolled nurse under the Nurses Award 2010
** 'Registered Nurse' means an employee who performs the duties of a registered nurse level 2 under the Nurses Award 2010
*** 'Senior Nurse' means an employee who performs the duties of a registered nurse level 3 under the Nurses Award 2010.

### TABLE 2

<table>
<thead>
<tr>
<th>Junior Rates</th>
<th>Percentage of the Minimum Salary of Administrative Officer / Receptionist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 18 years</td>
<td>60%</td>
</tr>
<tr>
<td>At 18 years</td>
<td>70%</td>
</tr>
<tr>
<td>At 19 years</td>
<td>80%</td>
</tr>
<tr>
<td>At 20 years</td>
<td>90%</td>
</tr>
</tbody>
</table>

Junior rates cease once 2 years of service has been reached.
SCHEDULE 2 EMPLOYMENT FLEXIBILITY ARRANGEMENTS

1. An Employer and an employee may agree to make an individual flexibility arrangement (Arrangement) to vary the effect of terms of this Agreement if:
   1.1 the Arrangement deals with 1 or more of the following matters:
       (a) arrangements about when work is performed;
       (b) overtime rates;
       (c) penalty rates;
       (d) allowances;
       (e) leave loading;
   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 1.1; and
   1.3 the Arrangement is genuinely agreed to by the Employer and employee.

2. The Employer must ensure that the terms of the Arrangement:
   2.1 are about permitted matters under section 172 of the Act; and
   2.2 are not unlawful terms under section 194 of the Act; 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 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:
       (a) the terms of the Agreement that will be varied by the Arrangement; and
       (b) how the Arrangement will vary the effect of the terms; and
       (c) 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 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.
Execution

1. Medibank Health Solutions Pty Limited (ABN 99 078 934 791)

Signed for and on behalf of Medibank Health Solutions Pty Limited (ABN 99 078 934 791) by its authorised representative

Signature
Name: Kylie Bishop
Address: 720 Bourke St, Docklands 3008

In the presence of:
Witness signature
Witness name: Beth Murdoch
Witness address: 720 Bourke St, Docklands 3008

2. Medibank Health Solutions Telehealth Pty Limited (ABN 40 069 396 792)

Signed for and on behalf of Medibank Health Solutions Telehealth Pty Limited (ABN 40 069 396 792) by its authorised representative

Signature
Name: Kylie Bishop
Address: 720 Bourke St, Docklands 3008

In the presence of:
Witness signature
Witness name: Beth Murdoch
Witness address: 720 Bourke St, Docklands 3008
5. **Employee Representative**

Signed for and on behalf of the employees by [Australian Nursing and Midwifery Federation]

Signature
Name: Nicholas Blake
Address: 365 Queen St Melbourne

In the presence of:

Witness signature
Witness name: Debbie Richards
Witness address: 365 Queen St Melbourne

Date: 21/12/2015
1. Undertaking – Clause 36.1 Termination of Employment

The Employers undertake that:

(a) With the exclusion of summary dismissal, if a probation period was to extend beyond 12 months, the employer would provide no less than the required notice under the NES.

Executed in accordance with Fair Work Regulation 2.07

Medibank Health Solutions Pty Ltd (ABN 99 078 934 791)
Signed for and on behalf of Medibank Health Solutions Pty Ltd (ABN 99 078 934 791) by its authorised representative:

Signature
Name: Kylie Bishop
Address: 720 Bourke Street, Docklands VIC 3008

Medibank Health Solutions Telehealth Pty Ltd (ABN 40 069 396 792)
Signed for and on behalf of Medibank Health Solutions Telehealth Pty Ltd (ABN 99 078 934 792) by its authorised representative:

Signature
Name: Kylie Bishop
Address: 720 Bourke Street, Docklands VIC 3008