



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Medibank Health Solutions Telehealth Pty Ltd T/A Amplar Virtual Health
(AG2024/5200)

AMPLAR VIRTUAL HEALTH ENTERPRISE AGREEMENT 2024

Health and welfare services

COMMISSIONER JOHNS

MELBOURNE, 17 FEBRUARY 2025

Application for approval of the Amplar Virtual Health Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Amplar Virtual Health Enterprise Agreement 2024* (**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 Telehealth Pty Ltd T/A Amplar Virtual Health. The Agreement is a single enterprise agreement.

[2] The Employer 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. The undertakings are taken to be a term of 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 (**ANMF**) and Health Services Union (**HSU**) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 February 2025. The nominal expiry date of the Agreement is 31 January 2028.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

Matter No: AG2024/5200

Re Application By: Medibank Health Solutions Telehealth Pty Ltd trading as Amplar Virtual Health (**Amplar Virtual Health**)

UNDERTAKINGS

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**) and regulation 2.07 of the *Fair Work Regulations 2009* (Cth), I, Kylie Bishop, Group Lead – People, Spaces & Sustainability, have the authority given to me by Amplar Virtual Health to give the following written undertakings in respect of the *Amplar Virtual Health Enterprise Agreement 2024* (**Agreement**).

1. The effect of these undertakings will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

NES

2. Amplar Virtual Health notes that clause 6 of the Agreement provides that the Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). It also provides that the NES will have precedence over the Agreement to the extent of any detrimental inconsistency (consistent with the effect of section 56 of the FW Act).

As per clause 6 of the Agreement and section 56 of the FW Act, Amplar Virtual Health undertakes that the following clauses will operate subject to the NES, as in force and amended from time to time.

- (a) Clauses 18.6 and 18.7, in that offers and requests for casual conversion will be in accordance with the FW Act.
- (b) Clause 44.2, in that Casual Employees are entitled to 10 days of paid family and domestic violence leave, consistent with section 106A of the FW Act.
- (c) Clause 53, in that where an Employee has abandoned their employment, Amplar Virtual Health will provide notice of termination in accordance with clause 54.1 (which exceeds notice of termination under the NES)
- (d) Clause 55.5(d) provides that in circumstances where an employee is offered, and the employee declines the offer, of a suitable alternative position on terms and conditions which are substantially similar and no less favourable considered on an overall basis within Amplar Virtual Health, Amplar Virtual Health will not provide severance pay under the Agreement. However, employees nonetheless retain their right to minimum redundancy pay in accordance with the NES.

Shift workers

3. Clause 38.1 provides for an additional week of annual leave for shift workers as defined in that clause.
4. Amplar Virtual Health undertakes that clause 38.1 will be applied as though the clause was amended as follows.

For the purposes of annual leave and the National Employment Standards, a shift worker is defined as an employee whose regular roster includes shifts other than day shifts Monday to Friday (as defined in Clause 31).

Overtime

5. Clause 33.4(b) refers to overtime for part time nurses.
6. Amplar Virtual Health undertakes that clause 33.4(b) will be applied as though the clause was amended as follows.

(b) Part Time and Casual Nurses

Subject to other provisions in this Agreement, a part time and casual nurse will be paid overtime at the rate of 150% of the employee's base hourly rate for the first 2 hours work, and 200% of the employee's base hourly rate thereafter, for additional hours that exceed more than 7.5 hours per day.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

On behalf of Medibank Health Solutions Telehealth Pty Ltd trading as Amplar Virtual Health



Signed by Kylie Bishop

14 February 2025



Amplar Virtual Health Enterprise Agreement 2024

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

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PART ONE: GENERAL TERMS

1. Introduction

At Medibank, our purpose is Better Health for Better Lives – we remain committed to helping Australians improve their health and wellbeing to lead a better quality life.

Medibank is united through four key values that were developed and refined by our employees. These values are central to our organisation and must be in everything we do, from the decisions we make to the way we serve our customers and community.

- **Customer Obsessed.** Their health, our passion.
- **Brilliance Together.** We impact bigger.
- **Show Heart.** Care in every moment.
- **Break Boundaries.** Reimagining what's possible.

- 1.1 At Medibank, we are committed to creating an inclusive culture – one that acknowledges and embraces difference in all its forms and leverages the benefits that diversity and inclusion brings to our people, our shareholders, our customers and our community. We recognise that we have a unique mix of commercial, clinical and customer facing employees, from a diverse range of backgrounds. Each employee represents different life experiences, skills, abilities, gender, age, ethnicity, religious and cultural background, family status and sexual orientation. We are all different, and we know, that when combined, these differences make us better.
- 1.2 Medibank recognises the benefit of providing training and development to its employees to assist employees with career development, internal mobility and retention, and to execute their role in a compliant manner.
- 1.3 At Medibank, we encourage a performance-based culture and we recognise our employees through a range of wellbeing and reward programs.

2. Title

This Agreement shall be known as the “Amplar Virtual Health Enterprise Agreement 2024”.

3. Period of Operation

This Agreement shall reach its nominal expiry date on 31 January 2028.

4. Scope and Parties Bound

- 4.1 This Agreement (Agreement) is made under Section 172 of the Fair Work Act 2009 (Act) and will cover:
 - (a) Medibank Health Solutions Telehealth Pty Ltd trading as Ampilar Virtual Health; and
 - (b) Employees who are employed by Ampilar Virtual Health to work within the virtual health business in the classifications set out in Schedule 1 of this Agreement and who perform the functions of:
 - (i) Triage Nurse;
 - (ii) Mental Health Professional;
 - (iii) Mental Health Counsellor; or

- (iv) Health Support Officer; and
 - (c) Any employee organisation recorded in the Fair Work Australia's approval notice as being covered by the Agreement.
- 4.2 The classifications covered by this Agreement are those that are in existence as at the date of Approval of this Agreement.
- 4.3 The terms of this Agreement entirely replace and supersede any industrial instruments, agreements or awards that may have previously applied to any employee now to be covered by this Agreement, including but not limited to, the MHST Enterprise Agreement 2017, the Health Professionals and Support Services Award 2020 and the Nurses Award 2020.

5. Relationship to Policies and Procedures

Medibank (including Amplar Virtual Health specific) policies and procedures supplement this Agreement and will be made accessible to, and will apply to, all employees. These policies and procedures may be varied from time to time and are not incorporated into this Agreement. To the extent of any inconsistency, the express terms of this Agreement will prevail.

6. Relationship to National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. Employment Flexibility

- 7.1 Subject to Clause 7.2, Amplar Virtual Health and an employee covered by this Agreement may agree to make an individual flexibility arrangement as set out in Schedule 2 of this Agreement.
- 7.2 An individual flexibility arrangement must not be made for the purposes of varying a condition of the Agreement collectively for employees covered by the Agreement.

8. Work Health and Safety

- 8.1 Amplar Virtual Health recognises the importance of maintaining a healthy and safe workplace that is free of discrimination, harassment and bullying.
- 8.2 Amplar Virtual Health will continue to meet the requirements of the statutory Work Health and Safety Legislation including the Commonwealth Work Health and Safety Act 2011 (Cth) (**WHS Act**) and the Work Health and Safety Regulations 2011 (Cth) (**WHS Regulations**), associated Codes of Practices and other relevant industry practices and standards.
- 8.3 Employees must exercise reasonable care and diligence in the performance of their work duties, and comply with all reasonable instructions to protect their own health and safety and the health and safety of others.
- 8.4 All matters pertaining to work health and safety, including issues and disputes, will be addressed in accordance with this Agreement, the relevant work health and safety Act and WHS Regulations, and government regulatory authority to which Amplar Virtual Health is respondent. Disputes relating to work health and safety issues may be dealt with under

Clause 12 (Dispute Settlement Procedure), where appropriate, and/or in accordance with Medibank policies and processes and the WHS Act and WHS Regulations.

8.5 Rehabilitation and Return to Work

- (a) In the case of a return to work from a workplace injury or illness, the employee's return to work will be facilitated by Amplar Virtual Health and will be actively pursued and supported by the employee, Amplar Virtual Health and treating health practitioners in accordance with the appropriate legislation.
- (b) In the event of a workplace injury, Amplar Virtual Health will make early contact with the employee to discuss matters pertaining to rehabilitation and return to work, and to enable any necessary guidance regarding workers compensation.
- (c) The parties acknowledge that Amplar Virtual Health requires the cooperation 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 their consent (written or otherwise) for Amplar Virtual Health to discuss matters relating to the rehabilitation and return to work with their medical practitioner. Amplar Virtual Health will respect and maintain the employee's medical privacy and confidentiality.

9. Fitness for Work

- 9.1 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. Amplar Virtual Health may direct an employee to either not attend, or to leave the workplace, if it considers the employee unfit for work or if it deems it unsafe for other employees for the employee to remain at work.
- 9.2 Where Amplar Virtual Health forms a reasonable opinion that an employee may be unfit for work, Amplar Virtual Health will discuss the circumstances with the employee in a timely manner to promote employee safety.
- 9.3 If further information is required to determine the employee's fitness for work, Amplar Virtual Health may request a report from the employee's treating medical practitioner on the employee's fitness for work for Amplar Virtual Health. The employee will not unreasonably withhold their consent (written or otherwise) for Amplar Virtual Health to obtain a copy of the report.
- 9.4 If insufficient medical information is provided by the employee's treating medical practitioner, Amplar Virtual Health may direct an employee to attend an independent medical examination. The purpose of this examination is to advise Amplar Virtual Health on the employee's fitness for work. Amplar Virtual Health will provide the employee a copy of any correspondence to the independent medical examiner. The employee will not unreasonably withhold their consent (written or otherwise) for Amplar Virtual Health to obtain a copy of the report from the independent medical practitioner. If on receipt of the medical report, Amplar Virtual Health continues to have a reasonable cause that the employee is unfit for work, Amplar Virtual Health will provide the employee sufficient information (which may include a copy of the report where appropriate) on the employee's fitness for work, so that the employee can provide a response.
- 9.5 Where an employee has a disability within the meaning of the Disability Discrimination Act 1992 (Cth) (whether permanent or temporary), Amplar Virtual Health will make reasonable adjustments if the employee is able to perform the inherent requirements of the role after the adjustment is made.

10. Excess Travel Time

Employees who are required to travel at Amplat Virtual Health's direction 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; or
- (b) when you are directed to travel for work and you fly and return on the same day, any hours prior to 7.30am and any hours after 6.00pm.

PART TWO: WORKPLACE DELEGATES, CONSULTATION AND DISPUTE RESOLUTION

11. Consultation

11.1 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) the Employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

11.2 For a major change referred to in 11.1(a):

- (a) The Employer must notify the relevant employees of the decision to introduce the major change; and
- (b) Subclauses 11.3 to 11.9 apply.

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

11.4 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.

11.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the 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:
 - (i) all relevant information about the change, including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

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

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

11.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Enterprise of the employer, the requirements set out in paragraph 11.2(a); and subclauses 11.3 and 11.5 are taken not to apply.

11.9 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 alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

11.10 For changes referred to in 11.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) sub clauses 11.12 to 11.16 apply.

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

11.12 If:

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

the Employer must recognise the representative.

11.13 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:
 - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) 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).
- 11.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 11.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 11.16 In this term “relevant employees” means the employees who may be affected by a change referred to in 11.1.

12. Dispute Settlement Procedure

12.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards; then
- this term sets out procedures to settle the dispute.

12.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

12.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees, and relevant people leaders (however titled) and/or management.

12.4 The Procedure

Step 1:

The employee should discuss the matter with their People Leader (however titled) in the first instance and if the employee so chooses, their employee representative.

Step 2:

If the dispute remains unresolved after Step 1, either party may refer the matter to their People, Spaces & Sustainability People Partner (however titled). 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 senior People Leader and/or senior member of People, Spaces & Sustainability for resolution. The employee may choose to have an employee representative involved.

Step 4

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

12.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

12.6 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

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

12.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission, in accordance with this term.

13. Workplace Delegates

13.1 Amplar Virtual Health recognises the rights of workplace delegates to represent the industrial interests of eligible employees in accordance with this clause and applicable legislation.

13.2 For the purposes of this clause:

- (a) a workplace delegate is a person appointed or elected in accordance with the rules of a registered union; and
- (b) eligible employees are employees of Amplar Virtual Health who are members or persons eligible to be members of the workplace delegate's registered union.

13.3 A workplace delegate must give to Amplar Virtual Health written notice and satisfactory evidence of their election or appointment as a delegate for their registered union before they can exercise the entitlements under this clause.

- 13.4 An employee must give written notice to Amplar Virtual Health within 14 days of ceasing to be a workplace delegate.
- 13.5 An eligible employee may choose for a workplace delegate to represent them in a particular matter including:
- (a) consultation about major workplace change or changes to rosters or hours of work;
 - (b) dispute resolution processes;
 - (c) disciplinary processes;
 - (d) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under the Act or is assisting their registered union with enterprise bargaining; and
 - (e) any other process or procedure under this Agreement or Amplar Virtual Health policy where an eligible employee is entitled to be represented and which concerns their industrial interests.
- 13.6 A workplace delegate may communicate with eligible employees during work hours or work breaks, or before or after work, for the purposes of representing their industrial interests under this clause. 'Communicate' includes discussing membership of the workplace delegate's registered union and representation with eligible employees.
- 13.7 Amplar Virtual Health will provide workplace delegates with access to and use of the following workplace facilities if available and practical to do so (noting that the virtual nature of Amplar Virtual Health's operations may not make this possible or practical):
- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (b) a physical or electronic noticeboard;
 - (c) electronic means of communication ordinarily used in the workplace by Amplar Virtual Health to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (d) a lockable filing cabinet or other secure document storage area; and
 - (e) office facilities and equipment including printers, scanners and photocopiers.
- 13.8 Reasonable access to training
- (a) Workplace delegates will have access to up to 5 days' paid time during normal working hours to attend initial training and two days of training in each subsequent year during paid normal working hours, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
 - (i) a maximum of one workplace delegate for every 50 eligible employees will be approved to attend training during paid normal working hours in each year beginning 1 July;
 - (ii) the number of eligible employees (including a breakdown of the number of permanent and regular casual eligible employees) will be determined on the day a delegate requests paid time to attend training;

- (iii) the workplace delegate will be paid for the hours that they would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training;
 - (iv) the request to attend training is given on at least 5 weeks' notice (unless Amplar Virtual Health and the delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish time of the training, and the name of the training provider; and
 - (v) at Amplar Virtual Health's request, the workplace delegate must provide Amplar Virtual Health with an outline of the training content and reasonable evidence of their attendance at the training.
 - (b) Amplar Virtual Health will advise the workplace delegate at least 2 weeks from the day on which the training is scheduled to start, whether the workplace delegate's attendance at training during paid normal working hours has been approved. Approval will not be unreasonably withheld.
- 13.9 A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i) comply with their duties and obligations as an employee;
 - (ii) comply with Amplar Virtual Health's reasonable policies and procedures, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 13.10 Nothing in this clause requires:
- (a) Amplar Virtual Health to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees; or
 - (b) an eligible employee to be represented by a workplace delegate without the employee's agreement.

PART THREE: CATEGORIES OF EMPLOYMENT

14. Employment Security

- 14.1 Wherever possible and taking into account operational requirements, Amplar Virtual Health will endeavour to provide employees with job security through the offering of ongoing employment.
- 14.2 Amplar Virtual Health will abide by requirements under the Act, in regard to limitations on the use of fixed-term contract and casual employee pathways to permanent employment.

15. Full time employment

- 15.1 A full time employee is defined as one who works an average (excluding unpaid meal breaks) of:
- (a) thirty-seven and one half (37.5) hours per week; or
 - (b) seventy-five (75) hours over a fortnight; or
 - (c) one hundred and fifty (150) hours over a four week period.

16. Part time employment

- 16.1 A part time employee is defined as one who works on average less than thirty-seven and one half (37.5) ordinary hours per week; whose hours are reasonably predictable and whose hours can be averaged over a period of 28 days.
- 16.2 A part time employee's salary (including salary-related allowances), annual leave, personal leave and long service leave will accrue on a pro-rata basis.
- 16.3 A part time employee will be rostered to work a minimum of 3 consecutive hours on any occasion unless otherwise agreed between Amplar Virtual Health and the employee.
- 16.4 A part time employee's hours of work will be paid at ordinary rates of pay, unless overtime is payable for the part time employee as provided for in this Agreement.
- 16.5 Before commencing employment, or at any time during employment, a part-time employee's minimum ordinary hours of work to be worked and the rostering arrangements that will apply to those hours will be agreed in writing. A part time employee's days and hours of work may be varied in writing by mutual consent.
- 16.6 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.

17. Fixed term and Fixed task employment

- 17.1 A fixed term employee is defined as one who is employed for a defined period of time in accordance with the Act. For the avoidance of doubt, where a fixed term employee's employment ends on the date specified in their contract of employment, no redundancy will have arisen.
- 17.2 A fixed task employee is defined as one who is employed to perform or complete a specified task or role. A fixed task employee generally does not have a defined end date but rather is employed for the duration of time that the task or role requires. For the avoidance of doubt, where a fixed task employee's employment ends upon completion of a specified task or role, no redundancy will have arisen. An example of a fixed task contract is backfilling an employee on parental leave.

18. Casual employment

- 18.1 A casual employee has the same meaning as "casual employee" as defined in the Act. A casual employee must be advised specifically that they are engaged and paid as a casual.
- 18.2 A casual employee is engaged on an hourly basis when required by Amplar Virtual Health with a minimum payment of 3 (three) hours for each period of engagement. The employment of a casual employee will commence on each engagement and cease at the completion of each engagement. Amplar Virtual Health may offer a casual employee

subsequent engagements although Amplar Virtual Health is under no obligation to do so. The casual employee may accept such engagements although the casual employee is under no obligation to do so.

- 18.3 All casual employees will be paid an hourly rate of pay commensurate to no less than the relevant minimum salary in Schedule 1 of this Agreement plus a twenty-five (25) per cent casual loading. The casual loading is paid in recognition of the casual nature of the work and in lieu of annual leave, paid personal/carer's leave, paid compassionate leave, public holidays not worked, notice of termination, redundancy and other forms of entitlement not applicable to casuals, except as provided for under the Act.
- 18.4 All casual employees, where applicable, will be paid the relevant overtime rate, on their base rate of pay (excluding the twenty-five (25) per cent casual loading) and calculated on each occasion. The casual loading component is then added to the overtime rate of pay.
- 18.5 All casual employees, where applicable, will be paid shift loadings (referred to in Clause 31) calculated on the base rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

Casual conversion

- 18.6 A casual employee may request in accordance with the terms of the Act to convert to permanent employment. Such requests will be considered by Amplar Virtual Health in accordance with the Act and will not be unreasonably refused.
- 18.7 In accordance with the Act, Amplar Virtual Health must issue a notice to a casual employee within 6 months of the commencement of their employment, and every 12 months thereafter, which explains their rights to request conversion to permanent employment.

PART FOUR: SALARY AND RELATED MATTERS

19. Salary

- 19.1 During the life of this Agreement, an employee's salary will be no less than the relevant minimum salary for their classification listed in Schedule 1 of this Agreement.
- 19.2 Salaries will be paid in arrears electronically into the employee's nominated bank account on a fortnightly basis no later than 5 days after the end of the corresponding pay period. Amplar Virtual Health may adjust the pay period frequency or payment days on reasonable notice to employees.
- 19.3 Subject to Clause 19.4, Amplar Virtual Health will pay \$750 (inclusive of superannuation), less applicable taxation, as a sign-on bonus ("Sign-on Bonus") to eligible employees from the first full pay period on or after the date that the Commission approves this Agreement ("Approval Date"). The Sign-on Bonus will be paid in full to full time employees and pro-rata for part time employees based on their FTE status specified in SuccessFactors at the Approval Date.
- 19.4 To be eligible for the Sign-on Bonus, employees must be:
 - (a) eligible to be covered by this Agreement at the Approval Date; and
 - (b) employed by Amplar Virtual Health both on the date that the Agreement received a successful vote by employees and the Approval Date.

20. Annualised Salary

20.1 For employees hired after the Commencement date, Amplar Virtual Health 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;
- (d) Time off in lieu; and
- (e) The relevant Minimum Salary contained in Schedule 1.

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

21. Annual Salary Review

21.1 Amplar Virtual Health is committed to ensuring its employees are competitively remunerated for their performance.

21.2 Minimum salaries for all classifications are set out in Schedule 1 of this Agreement, including annual increases to the minimum salaries set out in Schedule 1, effective from the second pay date in September each year.

21.3 There will be an annual salary review for employees covered by this Agreement, with any resulting increase effective from the second pay date in September each year.

21.4 Employee base salaries will be adjusted by at least the minimum percentage outlined in the table below, in accordance with each employee's performance rating and subject to Amplar Virtual Health's remuneration review process. This salary adjustment will be effective from the second pay period in September 2025, 2026 and 2027.

Performance rating	Minimum salary increase
Outstanding	5%
Exceeding	4%
Achieving	3%

21.5 The employees' performance rating is based on their performance during the twelve (12) month period 1 July to 30 June immediately preceding the date of the salary increase.

21.6 For the avoidance of doubt, the table above sets out minimum salary increases. An employee may receive a higher salary increase than the minimum specified for their performance rating which will be determined in accordance with Amplar Virtual Health's remuneration review process.

21.7 2025 annual salary review transitional arrangement

- (a) For the 2025 annual salary review only, employees will be eligible to receive a transition payment calculated in accordance with Clause 21.7(b) and paid in accordance with Clause 21.7(c) if they:
 - (i) were covered by the MHST Enterprise Agreement 2017;
 - (ii) were employed by Amplar Virtual Health on the date immediately before this Agreement commences operation;
 - (iii) are employed under this Agreement on the Transition Payment Date; and
 - (iv) are not within their notice period on the Transition Payment Date.
- (b) The transition payment recognises that the introduction of this Agreement will shift the effective date of the next annual salary review for eligible employees from July 2025 to September 2025. Therefore, the transition payment will be calculated:
 - (i) on the difference between the increased rate of pay that will be effective in September 2025 in accordance with the annual salary review outlined at Clause 21 above, and the employee's rate of pay on 30 June 2025; and
 - (ii) for the period between the effective date of the next anticipated salary increase in July 2025 and the effective date of the next actual salary increase in September 2025.
- (c) The Transition Payment Date is the date on which the transition payment is paid in the second full pay period in September 2025.
- (d) Nothing in this Clause 21.7 entitles an employee employed on or after the date of operation of this Agreement to a transition payment.

22. Overpayments

- 22.1 In the event of an overpayment occurring, Amplar Virtual Health will promptly advise the employee that an overpayment has occurred.
- 22.2 Amplar Virtual Health will provide employees with documentary evidence detailing the nature of the overpayment including pay period(s), and gross and net amounts.
- 22.3 Employees are encouraged to regularly review their payslips and immediately bring to the attention of Payroll any overpayments and/or other anomalies.
- 22.4 An overpayment will need to be repaid as soon as practicable. Arrangements for the recovery of any overpayments will be agreed between Amplar Virtual Health and the employee. Amplar Virtual Health will take into consideration the circumstances of the overpayment, including the amount owed and an employees' individual financial circumstances.
- 22.5 Any overpayment, not repaid prior to termination of employment, will be deducted from the employee's final wages.

23. Multiple Loadings and Penalties

The penalty rates and loadings prescribed in this Agreement, including but not limited to overtime penalties, shift penalties and loadings for Sunday and Public Holiday work, do not have cumulative or concurrent effect. With the exception of Clauses 18.4 and 18.5, where more than one of the rates or loadings referred to in this agreement applies to an employee, the employee is only entitled to the rate or loading that provides the employee with the greatest entitlement.

24. Salary Packaging

- 24.1 An employee may, with the agreement of Amplar Virtual Health, package part of their base salary.
- 24.2 The salary for superannuation contributions referred to in Clause 27 will be their pre-salary sacrifice base salary.
- 24.3 An employee will pay any fringe benefits tax and administration costs incurred as a result of the salary packaging arrangement.
- 24.4 Employees are encouraged to seek their own financial advice before entering into a salary packaging arrangement.

25. Professional Development and Study Assistance

- 25.1 Amplar Virtual Health supports and encourages employees to undertake study which is relevant to their position and will enhance their long-term professional and career development at Amplar Virtual Health.
- 25.2 All permanent full time, part time and fixed term employees with more than 12 months' service and an expectation of at least a further 12 months' service are eligible to apply for financial assistance and/or paid study leave as follows:
 - (a) Up to \$1500 per annum (pro-rated for part time employees) towards course fees plus 2 days paid study leave; or
 - (b) Up to 4 days paid study leave (but no financial assistance).
- 25.3 The benefits outlined at 25.2(a) and (b) do not accumulate. They are allocated on the eligible employee's anniversary date with Amplar Virtual Health and are forfeited if unused after 12 months from that date.
- 25.4 The proposed study/course must be in line with an employee's performance and development plan as agreed with their People Leader and be relevant to their position or to the agreed career pathway they have with Amplar Virtual Health.
- 25.5 Business needs and course outcomes must be mutually beneficial and compatible.
- 25.6 An employee's current performance must meet the required standards in all areas and their performance must continue at this level throughout the course of the study.
- 25.7 Further eligibility and assessment criteria for applications for study assistance will be as per Amplar Virtual Health policy.

26. Private Health Insurance

- 26.1 In accordance with the Medibank Private Health Insurance (PHI) Subsidy Policy, all permanent full time and part time employees, and fixed term employees on a contract of more than 12 months, are eligible to receive a subsidised reduction on their private health

insurance premium with Medibank Private or ahm Health Insurance, upon commencement of employment. At the time of making this Agreement, the subsidised reduction is thirty-five (35) per cent but this rate is subject to the policy as amended from time to time.

26.2 Fixed term employees on a contract of less than 12 months will become eligible to receive the subsidised reduction if the initial term of their contract is extended, so that the total term of employment is 12 or more months.

26.3 For the avoidance of doubt, fixed term employees on a contract less than 12 months, fixed task and casual employees are not entitled to this subsidy.

27. Superannuation

27.1 Superannuation will at all times be managed subject to relevant legislation.

27.2 Amplar Virtual Health will make superannuation contributions for all employees covered by this Agreement at the rate required by the Superannuation Guarantee (Administration) Act 1992, based on their ordinary time earnings as defined by superannuation legislation.

27.3 Employees may elect which complying superannuation fund they wish contributions to be paid in to. Where an employee does not have an existing superannuation fund, Amplar Virtual Health will make contributions into its default complying fund.

28. Eligibility for Higher Duties

28.1 An employee may agree, at any time during the term of this Agreement, to perform duties in excess of their current role ("Higher Duties"). Subject to this clause, an employee who agrees to perform Higher Duties shall be paid at least the minimum salary of the higher classification rate.

28.2 An employee will be eligible for a Higher Duties payment under this clause provided that:

- (a) the role the higher duties relates to is a role listed in Schedule 1 of this Agreement; and
- (b) the employee demonstrates the necessary skills and competencies, and where applicable, credentialing to perform the Higher Duties; and
- (c) the employee is prepared to assume the additional responsibilities of the Higher Duties.

28.3 To qualify for Higher Duties payment an employee must complete three (3) consecutive working days of Higher Duties for a particular classification.

29. Health and Wellbeing Allowance

29.1 In accordance with Amplar Virtual Health's Health & Wellbeing Policy, Amplar Virtual Health will provide a \$200 per annum health and wellbeing allowance to eligible employees. This allowance is to be used for reimbursement (upon receipt of appropriate proof of purchase) of approved activities and products that benefit employee's health, fitness and wellbeing.

29.2 Permanent and fixed-term employees with a contract of 12 months or more will become eligible for the Health and Wellbeing allowance after completion of 6 months of service.

29.3 The allowance does not accumulate from year to year. Employees will become eligible for subsequent allowances on their anniversary date.

PART FIVE: HOURS OF WORK AND RELATED MATTERS

30. Ordinary hours of work

- 30.1 Ordinary hours are able to be worked, subject to the penalties payable under Clause 31, any day or hour per week.
- 30.2 The maximum number of hours an employee can be rostered to work in any one day is ten (10) hours.
- 30.3 Meal breaks are not considered time worked, but paid rest breaks are counted as time worked.
- 30.4 Amplar Virtual Health may require employees to work reasonable additional hours in excess of their ordinary hours of work.
- 30.5 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, at their absolute discretion, may 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 in line with this clause, no overtime will be payable despite Clause 33.3(b) for any part of the successive shift, except for work in excess of 10 hours.
- 30.6 Where an employee has, at their absolute discretion, agreed to work successive periods of work without a minimum of 10 hours off duty under Clause 30.5 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 (excluding 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 in accordance with Clause 33.
- 30.7 Unless mutually agreed between Amplar Virtual Health and an individual employee, each employee must be free from duty for not less than 8 full days in each 28 day cycle.
- 30.8 Employer meetings with the employee and employer provided training will occur during paid work time. For the avoidance of doubt, all training deemed mandatory by Amplar Virtual Health will occur during paid work time.
- 30.9 A split shift is defined as a single rostered shift that an employee has requested or agreed to work in two or more blocks of time over a 24 hour period.
- 30.10 For example, an employee may be rostered to work an 8 hour shift but request to work the shift as a 'split shift' in two blocks of four hours over a 24 hour period. As the shift is defined as a single 'shift' the two blocks of work will not be regarded as successive periods of work for the purposes of Clause 30.5.
- 30.11 In the event that the total time of the shift (excluding the break between the two blocks worked) exceeds the prescribed periods in either Clause 33 or Clause 30, overtime may apply.
- 30.12 A split shift is distinct from an employee agreeing to work hours in addition to their agreed rostered shift on any given day.

- 30.13 A split shift is distinct from an employee agreeing to work more than one shift in a 24 hour period as outlined in Clause 30.5 and 30.6.
- 30.14 Amplar Virtual Health supports employee flexibility and will agree, wherever possible and reasonable, to accommodate employee requests for shift swapping where:
- (a) both employees have:
 - (i) voluntarily agreed to swap their respective rostered shifts;
 - (ii) the requisite skills to perform the work required for the shift;
 - (iii) notified their People Leader within an appropriate timeframe, as determined by Amplar Virtual Health, of working the shifts; and
 - (b) the new shift arrangements do not cause Amplar Virtual Health to be in breach of this Agreement; and
 - (c) the swap occurs within the same pay period; and
 - (d) Amplar Virtual Health has not previously refused the request to swap shifts on reasonable operational grounds.

31. Shift Work

- 31.1 Employees whose ordinary hours of work are arranged via roster and are considered shift workers, will be eligible for the following penalties when work is performed. Shift work hours or patterns of work may be changed by Amplar Virtual Health to meet operational needs.
- 31.2 **Day Shift:** hours worked between 7am and 6pm will not attract any shift penalty.
- 31.3 **Evening Shift:** hours worked between 6pm and midnight will attract a 15% penalty.
- 31.4 **Night Shift:** hours worked between 12 midnight and 7am will attract a 25% penalty.
- 31.5 **Saturday Shift:** hours worked anytime on a Saturday will attract a 50% penalty.
- 31.6 **Sunday Shift:** hours worked anytime on a Sunday will attract a 75% penalty.
- 31.7 The shift penalties prescribed in Clauses 31.1 – 31.6 are paid per hour worked within the shift period (e.g. an employee working 4pm – 11pm will not receive a penalty for the hours between 4pm and 6pm but will then receive the evening penalty for all hours between 6pm and 11pm).
- 31.8 Rosters setting out each employee's ordinary hours of work will be made available at least 14 days in advance. 28 days' notice will be given by Amplar Virtual Health of a change in roster, however, a roster may be altered at any time where another employee is absent from work on account of illness, or in an emergency. Regard will be had to personal circumstances such as carer responsibilities when considering changes in rosters.
- 31.9 For absolute clarity, the definition of a shift worker for the purposes of this clause is different to the definition of a shift worker for the purposes of Clause 38 Annual Leave.

32. Breaks

- 32.1 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 exceeds 5 hours.

- 32.2 For every 4 hours that an employee works (including meal breaks), they are entitled to a paid rest break of 10 minutes duration.
- 32.3 Amplar Virtual Health will, wherever possible, ensure that breaks are appropriately spaced out over the length of a shift, taking into account day to day unplanned activities such as personal leave and broader operational requirements.
- 32.4 All rest breaks must be taken at a time agreed with Amplar Virtual Health and take into account operational requirements.
- 32.5 Wherever possible Amplar Virtual Health will be flexible where an employee makes a request for a specific pattern of breaks during any one shift.
- 32.6 Subject to agreement between Amplar Virtual Health and the employee, rest breaks may be combined.

33. Overtime

- 33.1 Employees are required to work reasonable additional hours as overtime where directed by Amplar Virtual Health.
- 33.2 Overtime is not payable unless it is approved by Amplar Virtual Health in advance of the overtime being worked.
- 33.3 Full Time Employees

Subject to other provisions in this Agreement, a full time employee will be paid overtime at the rate of 150% of the employee's base hourly rate for the first 2 hours work, and 200% of the employee's base hourly rate thereafter, for additional hours that exceed:

- (a) the employee's rostered hours of work on a particular day; or
- (b) 10 hours per day; or
- (c) 75 hours in a fortnight.

33.4 Part Time Employees

- (a) For part time and casual Mental Health Professionals; Counsellors and Health Support Officers:

Subject to other provisions in this Agreement, a part time mental health professional; counsellor or health support officer will be paid overtime at the rate of 150% of the employee's base hourly rate for the first 2 hours work, and 200% of the employee's base hourly rate thereafter, for additional hours that exceed the ordinary hours of work for that employee which have been agreed in accordance with Clause 16 of this Agreement, and for casuals in these classifications exceed the hours they have agreed to work on any shift.

- (b) Part Time Nurses:

Subject to other provisions in this Agreement, a part time nurse will be paid overtime at the rate of 150% of the employee's base hourly rate for the first 2 hours work, and 200% of the employee's base hourly rate thereafter, for additional hours that exceed more than 7.5 hours per day.

34. On Call

- 34.1 An on-call allowance is paid to an employee who is required by Amplar Virtual Health to be on-call at their private residence, or any other mutually agreed place. The employee is entitled to receive at least the minimum on-call allowance prescribed in Schedule 1.

- 34.2 For the purpose of Clause 34.1, the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

34.3 Recall to work when on-call

An employee who is required to be on-call and who is recalled to perform work by Amplar Virtual Health via telephone or electronic communication will be paid for a minimum of one hour's work at the relevant overtime rate specified in Clauses 33.3 or 33.4. Multiple recalls to work made and concluded within the minimum period of work will be compensated within the same one hour's overtime payment, with time worked beyond one hour paid to the nearest 15 minutes.

35. Time off in Lieu

- 35.1 Where an employee remains at work beyond the scheduled finishing time for their shift for up to 15 minutes, the employee agrees to accrue time off in lieu instead of overtime (if overtime is applicable).
- 35.2 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 People Leader.
- 35.3 With the agreement of Amplar Virtual Health, 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.
- 35.4 Time off in lieu must be taken (or repaid) within 6 weeks of being worked, or otherwise paid out upon termination of employment.

36. Public Holidays

- 36.1 Employees may be rostered to work on public holidays, in accordance with the Act.
- 36.2 An employee who is rostered to work but is not required to work will receive their ordinary rate of pay for that shift.
- 36.3 An employee who is rostered to work on a public holiday and attends and performs work will be paid at 250% of the employee's base hourly rate of pay for that shift.
- 36.4 An employee who is not rostered to work and does not work is not entitled to any payment for that day.
- 36.5 Public holidays are days (or part days) gazetted for the State or Territory in which the relevant employee works.
- 36.6 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 public holidays. Public holidays will include Easter Saturday.
- 36.7 Where Amplar Virtual Health and the employee agree, another day or part day may be substituted for any public holiday. If an employee works on a gazetted public holiday and substitutes another day off for any public holiday, the employee will receive their ordinary rate of pay for the work performed on the gazetted public holiday and the substituted day off.

PART SIX – LEAVE AND RELATED MATTERS

37. Good Health Day

- 37.1 Full time and part time employees are entitled to one day off per calendar year to be known as the 'Good Health Day'.
- 37.2 The Good Health Day will be paid at an employee's ordinary rate of pay.
- 37.3 Employees may apply to take their Good Health Day on any day throughout the year, as agreed with their People Leader and approval of the date will be with consideration given to the operational requirements of the business.
- 37.4 Good Health Days do not accrue year to year and are not paid out on termination of employment.

38. Annual Leave

- 38.1 For the purposes of annual leave, a shift worker is defined as an employee whose regular roster includes shifts other than day shifts Monday to Friday (as defined in Clause 31).
- 38.2 Employees defined as shift workers under Clause 38.1 will receive a base entitlement of 5 weeks' annual leave (pro rata for part time employees).
- 38.3 In addition to the 5 week base entitlement, a shift worker 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.
- 38.4 Employees who only work day shift Monday to Friday will receive a base entitlement of 4 weeks annual leave per year (pro rata for part time).
- 38.5 Notwithstanding Clause 38.4 above, all Enrolled Nurses, Registered Nurses and Senior Nurses ("Nurses") will receive a base entitlement of 5 weeks annual leave per year (pro rata for part time).
- 38.6 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 (pro rata for part time employees) on the following basis:

Regular shift worked	Weeks of annual leave accrued per year of service	Hours of annual leave accrued per year of service	Leave loading
Day Shift – Mon to Fri (hours worked between 7am and 6pm)	5 weeks for Nurses 4 weeks for all other employees	187.5 hours for Nurses 150 hours for all other employees	Nil
Day Shift – Sat or Sun (hours worked	5 weeks	187.5 hours	20%
Evening Shift (hours worked between 6pm and midnight)	5 weeks	187.5 hours	20%
Night Shift (hours worked between 12 midnight and 7am)	6 weeks	225 hours	20%

- 38.7 Subject to the Act and the relevant employer policies, annual leave is to be taken at times agreed between an employee and their People Leader.
- 38.8 An employee's request to take annual leave will not be unreasonably refused.
- 38.9 Amplar Virtual Health may direct an employee to take annual leave:
- (a) Within a period of 3 months from when their accrued annual leave exceeds 8 weeks or 10 weeks for dayworkers who are Nurses and all shiftworkers (pro rata equivalent for part time employees); or
 - (b) when a part of Amplar Virtual Health's business closes down associated with Christmas or Easter periods, subject to:
 - (i) a minimum of 4 weeks' notice being provided of the close down;
 - (ii) the period of close down not exceeding 2 weeks (including public holidays and weekends); and
 - (iii) Employees with less than the required balance of leave will utilise any unused time off in lieu (in accordance with Clause 35), or else be provided with annual leave in advance or elect to take unpaid leave.
- 38.10 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.
- 38.11 Casual employees are not eligible to receive annual leave.

39. Personal leave while on annual leave

- 39.1 If an employee is ill or injured (or in the case of carer's leave, a member of the employee's immediate family or household is ill or injured) during a period of annual leave and the employee provides satisfactory evidence in accordance with Clause 42.5, the employee may use their paid personal/carer's leave entitlement (where available) instead of their annual leave.
- 39.2 Where personal leave is authorised, the same period of time will be re-credited to the employee's annual leave balance.
- 39.3 Any additional payments associated with the taking of annual leave may be deducted from an employee's next pay.

40. Cashing Out Accrued Annual Leave

- 40.1 An employee may submit a request in writing that Amplar Virtual Health 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
 - (c) each agreement to cash out being documented separately in writing.

41. Purchase of Additional Annual Leave

- 41.1 Full time, part time and fixed term employees (with greater than 12 months' service) may purchase a maximum of 4 weeks annual leave (pro rata depending on their contracted hours) in addition to the entitlement in Clause 38 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 Amplar Virtual Health from any monies owed or paid to the employee.

42. Personal Leave

- 42.1 Full time employees are entitled to accrue 10 days paid personal leave per year of service. Part time employees accrue on a pro rata basis. Casual employees are entitled to unpaid leave as per the Act.
- 42.2 For the purposes of applying this clause, 'personal leave' means leave taken because of either:
- (a) a personal illness or injury affecting the employee; or
 - (b) due to carers' responsibilities - meaning the requirement for the employee to care for a member of the employee's immediate family or household, who requires care or support because of a personal illness or injury or unexpected emergency affecting the employee.
- 42.3 Immediate family is defined as an employee's partner and the employee's or partner's child (including adopted child; stepchild, an ex-nuptial child or an adult child); the employee or partner's parent, grandparent, grandchild or sibling. For the purposes of this clause, "partner" includes a spouse, former spouse, de facto partner (including same sex relationships), a former partner and a former de facto partner.
- 42.4 Personal/Carer's leave may also be used for planned medical appointments scheduled in advance. Wherever reasonable, an employee should consider scheduling planned medical appointments outside of work hours.
- 42.5 Where a reasonable cause exists, Amplar Virtual Health may require an employee to substantiate their absence by either a medical certificate or a statutory declaration.
- 42.6 In the case of an employee who has taken leave for personal injury or illness, and in Amplar Virtual Health's reasonable opinion, the documentation requested or required under Clause 42.5 provides insufficient information, Amplar Virtual Health may direct the employee to seek and provide more detailed documentation from their treating medical practitioner. If, on receipt of the documentation, Amplar Virtual Health continues to hold a reasonable opinion it contains insufficient information, Amplar Virtual Health may direct the employee to attend an independent medical examination. The purpose of this examination is to advise Amplar Virtual Health on the employee's fitness for work. The employee will authorise access by Amplar Virtual Health to relevant reports produced as a result of such a direction to the employee. Amplar Virtual Health will pay the costs associated with these processes.
- 42.7 Failure to appropriately substantiate an absence, when requested to do so, may result in the employee not receiving paid personal leave for the relevant period of absence and may result in disciplinary action taken against the employee.
- 42.8 Amplar Virtual Health acknowledges the employees' right to privacy and will require all parties to keep confidential any information pertaining to the use of personal leave. This does not preclude necessary information being provided to People & Culture, senior levels of management and the WHS Committee.

42.9 Personal leave is cumulative but is not paid out on termination of employment.

43. Compassionate Leave

43.1 Employees are able to access paid compassionate leave for reasons set out under the National Employment Standards set out in the Act. These reasons are:

- (a) to attend to a critically or terminally ill or injured member of the employee's immediate family (as defined in Clause 42.3) or household;
- (b) in the unfortunate event of the death of a member of the employee's immediate family/household;
- (c) where the employee, or the current spouse or de facto partner of the employee, has a miscarriage; or
- (d) where a baby in the immediate family or household is stillborn.

43.2 Full time employees are entitled to up to 5 days paid compassionate leave per occasion. Part time employees are entitled to compassionate leave on a pro rata basis. Casual employees are entitled to unpaid compassionate leave as per the Act.

43.3 Amplar Virtual Health may require an employee to provide appropriate documentation to substantiate the absence.

43.4 Compassionate leave is non-cumulative and is not paid out on termination of employment.

Sorry Business

43.5 To better support Aboriginal and Torres Strait Islander employees to meet their community and cultural obligations associated with Sorry Business, Amplar Virtual Health provides Sorry Business Leave in addition to the Compassionate leave entitlements provided under this Clause 43.

43.6 Aboriginal and Torres Strait Islander employees who are employed on a permanent full time/part time or fixed term/fixed task basis are entitled to up to ten (10) days paid Sorry Business leave per annum.

43.7 Aboriginal and Torres Strait Islander employees who are employed on a casual basis are entitled to up to ten (10) days unpaid Sorry Business Leave per annum.

43.8 Sorry Business Leave can be taken in relation to the death of an immediate family or household member or extended kin/family. Immediate family has the same meaning as at Clause 42.3. An extended kin or family member may include aunts, uncles, cousins, grandparents and other members of the community.

43.9 Paid Sorry Business Leave will not accrue year to year and will not be paid out upon termination.

44. Family and Domestic Violence Support Leave

44.1 Any employee who is experiencing family or domestic violence can raise the issue with their People Leader or People, Spaces & Sustainability in the knowledge that the matter will be treated respectfully and confidentially.

44.2 Amplar Virtual Health provides all full time and part time employees with paid family and domestic violence leave. There is no limit on the amount of paid leave that is offered to employees and will be determined by the individual's situation through consultation

between the employee, People, Spaces & Sustainability and the People Leader where appropriate. Casual employees can access unpaid leave.

- 44.3 For absolute clarity, the uncapped leave outlined in Clause 44.2 is in addition to the 10 days of paid family and domestic violence leave per annum provided for under the National Employment Standards.
- 44.4 Requests for leave either through the People Leader or directly through People, Spaces & Sustainability (in accordance with Medibank's Family and Domestic Violence Support Leave Policy) will be handled confidentially with particular regard for how the leave is captured both in the system and on payslips.
- 44.5 An employee may be required to produce documentation to support the request for leave such as a medical certificate; a support letter from a relevant service; a police or court issued document or statutory declaration.
- 44.6 Amplar Virtual Health will consider any reasonable request from an Employee experiencing family or domestic violence to provide temporary or ongoing changes to their work arrangements.

45. Parental Leave

- 45.1 All employees are entitled to unpaid and flexible unpaid parental leave in accordance with the Act and the National Employment Standards (NES) as well as the Medibank Parental Leave Policy.
- 45.2 In addition to the provisions outlined at Clause 45.1, Amplar Virtual Health will provide permanent full time and part time employees with the first 14 week's parental leave paid at the employee's base rate of pay or 28 weeks' at half (1/2) pay. For clarity, there is no minimum service requirement before the expected date of birth of the child or placement of the child (in the case of adoption/foster care/kinship care).
- 45.3 Fixed term/fixed task employees with at least 12 months' continuous service before the expected date of birth or adoption of the child (in the case of adoption/foster care/kinship care) are eligible for paid parental leave. Paid or unpaid parental leave will not extend past the expiration date of their contract.
- 45.4 Casual employees who have been engaged on a regular and systematic basis for at least 12 months before the expected date of birth of the child or placement of the child (in the case of adoption/foster care/ kinship care) are eligible for paid parental leave. They must reasonably expect to have continued working for Amplar Virtual Health had they not been having or adopting a child.
- 45.5 Parental leave, whether unpaid parental leave, unpaid flexible parental leave, or paid parental leave, must be taken within the first 24 months of the birth or placement of the child, in accordance with the provisions detailed in the Medibank Parental Leave policy.
- 45.6 In the unfortunate event that an employee's pregnancy terminates within twenty (20) weeks of the expected date of birth, the employee may access up to fourteen (14) weeks paid Parental Leave for any absence resulting from the termination. The period of absence must be supported by a medical certificate.
- 45.7 **Extended Parental Leave**

Requests to extend Parental leave must be applied for, and shall be considered, in accordance with the National Employment Standards.

45.8 Returning from Parental Leave

An employee may request in writing to return from parental leave on a part time or flexible basis. Amplar Virtual Health will give genuine consideration to any request for part time work and may grant such requests, where it can reasonably do so while meeting the operational requirements of the business, in accordance with relevant legislation.

45.9 Lactation Leave

Amplar Virtual Health recognises the importance of supporting parents returning to work. Breastfeeding employees are entitled to a maximum of two paid lactation breaks of 30 minutes during each shift, for a maximum of two years from the date of birth of the child while they continue to breastfeed their child.

45.10 Depending on the length of the shift, employees are entitled to the following lactation breaks in any shift:

- (a) An employee working a shift of 4 hours or less is entitled to one lactation break;
- (b) An employee working a shift of more than 4 hours is entitled to two lactation breaks; and
- (c) Any other arrangement as mutually agreed between the People Leader and the employee.

For the avoidance of doubt and in accordance with Clause 30.9, a split shift is taken to be a single shift of two or more blocks of time.

45.11 The employee will make all reasonable attempts to inform their People Leader in advance of the timing of the breaks required.

46. Long Service Leave

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

46.2 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 their 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 Amplar Virtual Health with written notice of their intention to retire from employment.

46.3 An employee who has completed seven (7) years' continuous service will receive, upon termination of employment, payment of unused pro rata Long Service Leave as part of their final pay, except that Amplar Virtual Health may, where permitted by law, be relieved from making such a payment if the employee's employment was terminated due to serious misconduct.

46.4 An employee in NSW or ACT who has completed 5 years' continuous service and whose employment is terminated by Amplar Virtual Health for reasons other than serious misconduct will receive payment in lieu of pro-rata long service leave.

46.5 In the event that an employee transfers as part of a transfer of business as defined under the Act, long service leave will not be paid out upon transfer.

- 46.6 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 term.
- 46.7 If an employee is entitled to more generous long service leave provisions for any period of service under award derived long service leave terms 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.

47. Special Leave

- 47.1 Amplar Virtual Health, at its absolute discretion, may approve a request from a full time or part time permanent employee, with at least twelve (12) months' service, for up to five (5) days of paid special leave in the event of urgent and/or unforeseen circumstances, not covered by any other leave or absence arrangements provided for under this Agreement.
- 47.2 Situations where paid Special Leave may be considered include (but are not limited to) household emergencies such as robbery; the threat or presence of bushfires; flooding; other serious emergency situations or an unexpected subpoena to attend court on a Crown matter.
- 47.3 Unused Special Leave does not accumulate from year to year.
- 47.4 Special Leave is intended for unforeseen, serious and urgent matters only, and is at Amplar Virtual Health's discretion.

48. Gender Affirmation Leave

- 48.1 In order to support its employees seeking to affirm their gender, Amplar Virtual Health will provide eligible employees with up to four (4) weeks paid gender affirmation leave and up to twelve (12) months unpaid gender affirmation leave in accordance with the Medibank Gender Affirmation Policy.
- 48.2 Gender affirmation leave enables employees to take time for activities relating to gender affirmation, including but not limited to medical procedures and/or counselling.
- 48.3 Paid gender affirmation leave can be taken as either:
- (a) one unbroken period of up to four weeks; or
 - (b) the equivalent of four weeks leave taken over two distinct periods.
- 48.4 An employee may be required to provide supporting documentation to support the request for gender affirmation leave such as a medical certificate, a support letter from a relevant service or a statutory declaration.
- 48.5 Employees who are intending to take gender affirmation leave are requested to give prior notice wherever possible.
- 48.6 Gender affirmation leave does not accrue from year to year and is not paid out on termination of employment.

49. Cultural Events Leave

- 49.1 Amplar Virtual Health supports and fosters a more inclusive workplace for Aboriginal and Torres Strait Islander employees by offering additional leave in acknowledgement of the cultural obligations specifically for Aboriginal and Torres Strait Islander people, including but not limited to ceremonial duties and cultural events.
- 49.2 All Aboriginal and Torres Strait Islander employees who are full time and part time permanent and fixed-term/fixed tasks employees are entitled to up to three (3) days paid cultural events leave per annum, in accordance with Medibank's Cultural Events Policy.
- 49.3 All Aboriginal and Torres Strait Islander employees who are casual employees are entitled to up to three (3) days of unpaid cultural events leave per annum, in accordance with Medibank's Cultural Events Policy.
- 49.4 Unused cultural events leave does not accrue from year to year and will not be paid out on termination of employment.

50. Community Volunteering

- 50.1 All full time and part time permanent and fixed term/fixed task employees whose fixed term/task is for more than 12 months, are entitled to one (1) paid Community Volunteering Day per calendar year.
- 50.2 The Community Volunteering Day may be taken to volunteer for community based organisations during work hours in accordance with the Community Volunteering Policy.
- 50.3 An employee may be requested to participate in a volunteering activity with their work team and use the Community Volunteering Day for this purpose.
- 50.4 Employees must have completed their probationary period in order to access the paid Community Volunteering Day.
- 50.5 The Community Volunteering Day is non-cumulative and will not be paid out upon termination of employment if not used.
- 50.6 The Community Volunteering Day may only be taken with the prior approval of the authorised People Leader.
- 50.7 For the avoidance of doubt, casual employees are not entitled to the paid Community Volunteering Day.

51. Jury Service

- 51.1 An employee will continue to receive their normal base rate of pay whilst on Jury Service. The employee must direct payments they receive in relation to Jury Service to Amplar Virtual Health as soon as possible after they receive them.
- 51.2 The Employee is required to provide Amplar Virtual Health with reasonable notice and proof of the requirement to attend for jury service.

52. Emergency Services Leave

- 52.1 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.

- 52.2 Emergency service leave will not accrue each year and will be paid at the employee's normal rate of pay.
- 52.3 The employee must provide Amplar Virtual Health with proof of membership prior to taking leave.
- 52.4 Employees may also be entitled to unpaid leave as per the Act.

PART SEVEN: TERMINATION OF EMPLOYMENT

53. Abandonment of Employment

- 53.1 An employee will be taken to have abandoned their employment if they:
- (a) have been absent from work for a continuous period of three (3) or more working days without the prior consent of, authorisation or notification to Amplar Virtual Health; and
 - (b) the employee has not established to the satisfaction of Amplar Virtual Health that the absence was due to a reasonable cause.
- 53.2 This clause does not apply to an employee who has either Amplar Virtual Health's consent for the absence or has notified Amplar Virtual Health of the absence and has had the absence approved ("Authorised Absence").
- 53.3 Where an employee is taken to have abandoned their employment, Amplar Virtual Health may terminate the employee's employment by reason of abandonment and the effective date of termination will be the date that notice of termination is given to the employee.
- 53.4 Further, any absences from work which are not Authorised Absences may constitute misconduct.

54. Notice of Termination of Employment

- 54.1 With the exception of summary dismissal, Amplar Virtual Health will provide employees with the following notice:

Service when notice is given	Period
During Probation Period	1 week
After the expiration of any probation period	4 weeks
Employees 45 years of age or over and who have at least 2 years continuous service	5 weeks

- 54.2 The notice periods listed at Clause 54.1 do not apply to a fixed term employee whose contract ends on the date specified in their fixed term contract; a casual employee or a fixed task employee.
- 54.3 Amplar Virtual Health may elect to pay an employee an equivalent amount in lieu of notice or alternatively place the employee on gardening leave for part or all of their notice period on occasion where it may not be appropriate for the employee to work through a notice period.
- 54.4 A casual employee is engaged on an hourly basis and as such may be terminated on one (1) hour's notice that the casual engagement has ceased.
- 54.5 An employee (excluding a casual employee) is required to provide the notice period stated in Clause 54.1 upon resignation, unless varied by mutual agreement of the employee and the

authorised People Leader. Amplar Virtual Health may deduct from the employee's total pre-tax (i.e. gross) termination pay the equivalent amount of up to one (1) week's wages.

- 54.6 Amplar Virtual Health 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.

55. Redundancy, Redeployment and Retrenchment

- 55.1 The following provisions apply in conjunction with the Act.

- 55.2 In general, redundancy occurs when Amplar Virtual Health has made a definite decision that it no longer requires the position or role an employee occupies or performs to be 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.

55.3 Retrenchment

A permanent employee (i.e. not engaged on a fixed term/fixed task agreement or a casual basis) whose employment is terminated on account of redundancy ("Retrenchment") shall be provided written notice of Retrenchment including the exit date and estimate of final payment. Despite any other clause in this Agreement, a casual employee who has been employed 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 will also be eligible for payments under this clause.

- 55.4 Employees who are retrenched will be entitled to receive:

- (a) The notice, or payment in lieu of notice in Clause 54.1; and
- (b) A redundancy payment, calculated at the employee's ordinary rate of pay, as follows:

Years of continuous service on termination	Under 45 years' of age	Over 45 years' of age
Less than 1 year	0	0
1-2 years	4 weeks	5 weeks
2-3 years	7 weeks	8.75 weeks
3-4 years	10 weeks	12.5 weeks
4-5 years	12 weeks	15 weeks
5-6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

- 55.5 Severance pay is not payable to any employee under this Agreement:

- (a) where an employee has less than 12 months' service;
- (b) where the employee resigns prior to receiving written notice of Retrenchment under Clause 55.3;

- (c) to casual employees, employees on fixed term or fixed task agreements or employees who are dismissed;
- (d) where the employee is offered, and the employee declines the offer, of a suitable alternative position on terms and conditions which are substantially similar and no less favourable considered on an overall basis within Amplar Virtual Health;
- (e) where the employee accepts an alternative position within Amplar Virtual Health. For the purpose of applying this provision, an “alternative position” can be any position and is not limited to a “suitable alternative position” as defined in Clause 55.5(d);
- (f) where Amplar Virtual Health’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 MHST to be continuous service of the employee with the transmittee; or,
- (g) 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 Amplar Virtual Health, and which recognises the period of continuous service which the employee had with Amplar Virtual Health to be continuous service of the employee with the transmittee.

55.6 “Transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

55.7 An employee given notice of termination due to retrenchment may terminate their employment during the notice period. In such circumstances, the employee will be entitled to the severance payment stipulated in Clause 55.4 but no payment in lieu for any period of the notice not provided by the employee.

56. Employment Flexibility

56.1 Amplar Virtual Health and an employee covered by this Agreement may agree to make an individual flexibility agreement as set out in Schedule Two of this Agreement.

PART 8: SIGNATORIES

Medibank Health Solutions Telehealth Pty Ltd (ABN 40 069 396 792) trading as Amplar Virtual Health
by its authorised representative:



16/12/2024

Signature**Date**

Name: Kylie Bishop

Position Title: Group Lead – People, Spaces & Sustainability

Address: 2/695 Collins Street, Docklands VIC 3008

In the presence of:



16/12/2024

Witness Signature

Date

Witness Name: Emily Welch

Address: 2/695 Collins Street, Docklands VIC 3008

Employee Representative

Signed for and on behalf of the employees by:



16/12/2024

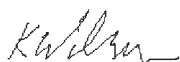
Signature**Date**

Name: Megan Merza

Position Title: Triage Nurse

Address: 2/695 Collins Street, Docklands VIC 3008

In the presence of:



16/12/24

Witness Signature

Date

Witness Name: Katherine Wilson

Witness Address: 2/695 Collins Street, Docklands VIC 3008

Signed for and on behalf of the Australian Nursing and Midwifery Federation by its authorised representative:



14/2/2024

Signature

Date

Name: Annie Butler

Address: 1/365 QUERN ST. MELBOURNE, 3000.

In the presence of:



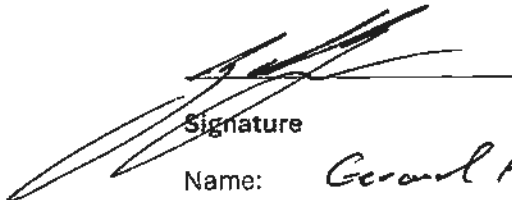
14/2/2025

Witness Signature

Witness Name: KERRIE-ANN FITZPATRICK

Witness Address: 1/365 QUEEN ST. MELBOURNE, 3000.

Signed for and on behalf of the Health Services Union by its authorised representative:



17/2/2025

Signature

Date

Name: Gerald Hyatt

Address: 2/109 Pitt St Sydney.

In the presence of:



17/2/2025

Witness Signature

Witness Name: LAUREN HUTCHINS

Witness Address: 2/109 PITT ST, SYDNEY

SCHEDULE ONE CLASSIFICATIONS, SALARY AND ALLOWANCES

1. Classifications and Minimum Salary Levels

Classification	EA minimum (effective first full pay after the date this Agreement comes into operation)	Year 2 minimum (effective second pay period in September 2025)	Year 3 minimum (effective second pay period in September 2026)	Year 4 minimum (effective second pay period in September 2027)
Enrolled Nurse	\$60,636	\$62,455	\$64,329	\$66,259
Registered Nurse	\$80,029	\$82,430	\$84,903	\$87,451
Senior Nurse	\$86,756	\$89,359	\$92,040	\$94,802
Allied Health Professional (Mental Health Professional or Counsellor)	\$82,179	\$84,645	\$87,185	\$89,800
Health Support Officer	\$56,833	\$58,539	\$60,296	\$62,104

- 'Enrolled Nurse' means an employee who performs the duties of an enrolled nurse (Non-Aged Care) under the Nurses Award 2020
- 'Registered Nurse' means an employee who performs the duties of a registered nurse level 2 (Non-Aged Care) under the Nurses Award 2020
- 'Senior Nurse' means an employee who performs the duties of a registered nurse level 3 (Non-Aged Care) under the Nurses Award 2020.

2. Allowances

Allowance	Application	Amount (effective first full pay after the date this Agreement comes into operation)	Year 2 Amount (effective second pay period in September 2025)	Year 3 Amount (effective second pay period in September 2026)	Year 4 Amount (effective second pay period in September 2027)
First Aid	A trained first aider appointed by Amplar Virtual Health to act as such is to be paid the allowance per week.	17.50	\$18.03	\$18.57	\$19.13
Meal	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 requirement to complete overtime	\$27.75	\$28.58	\$29.44	\$30.33
On-Call (Monday – Friday inclusive)	Where an employee is required by Amplar Virtual Health to be on-call, in accordance with Clause 34.	\$29.00	\$29.87	\$30.77	\$31.70
On-Call (Saturday)		\$44.00	\$45.32	\$46.68	\$48.09
On-Call (Sunday or public holiday)		\$53.00	\$54.59	\$56.23	\$57.92
Private Vehicle	Use of private vehicle, in accordance with travel policy	ATO rates			

SCHEDULE TWO: 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:
 - a. 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
 - b. 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
 - c. the arrangement is genuinely agreed to by the employer and employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the Fair Work Act 2009 ; and
 - b. are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
 - c. 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:
 - a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. 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
 - d. 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
 - e. 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:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the employer and employee agree in writing - at any time.

IN THE FAIR WORK COMMISSION

Matter No: AG2024/5200

Re Application By: Medibank Health Solutions Telehealth Pty Ltd trading as Amplar Virtual Health (**Amplar Virtual Health**)

UNDERTAKINGS

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**) and regulation 2.07 of the *Fair Work Regulations 2009* (Cth), I, Kylie Bishop, Group Lead – People, Spaces & Sustainability, have the authority given to me by Amplar Virtual Health to give the following written undertakings in respect of the *Amplar Virtual Health Enterprise Agreement 2024* (**Agreement**).

1. The effect of these undertakings will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

NES

2. Amplar Virtual Health notes that clause 6 of the Agreement provides that the Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). It also provides that the NES will have precedence over the Agreement to the extent of any detrimental inconsistency (consistent with the effect of section 56 of the FW Act).

As per clause 6 of the Agreement and section 56 of the FW Act, Amplar Virtual Health undertakes that the following clauses will operate subject to the NES, as in force and amended from time to time.

- (a) Clauses 18.6 and 18.7, in that offers and requests for casual conversion will be in accordance with the FW Act.
- (b) Clause 44.2, in that Casual Employees are entitled to 10 days of paid family and domestic violence leave, consistent with section 106A of the FW Act.
- (c) Clause 53, in that where an Employee has abandoned their employment, Amplar Virtual Health will provide notice of termination in accordance with clause 54.1 (which exceeds notice of termination under the NES)
- (d) Clause 55.5(d) provides that in circumstances where an employee is offered, and the employee declines the offer, of a suitable alternative position on terms and conditions which are substantially similar and no less favourable considered on an overall basis within Amplar Virtual Health, Amplar Virtual Health will not provide severance pay under the Agreement. However, employees nonetheless retain their right to minimum redundancy pay in accordance with the NES.

Shift workers

3. Clause 38.1 provides for an additional week of annual leave for shift workers as defined in that clause.
4. Amplar Virtual Health undertakes that clause 38.1 will be applied as though the clause was amended as follows.

For the purposes of annual leave and the National Employment Standards, a shift worker is defined as an employee whose regular roster includes shifts other than day shifts Monday to Friday (as defined in Clause 31).

Overtime

5. Clause 33.4(b) refers to overtime for part time nurses.
6. Amplar Virtual Health undertakes that clause 33.4(b) will be applied as though the clause was amended as follows.

(b) Part Time and Casual Nurses

Subject to other provisions in this Agreement, a part time and casual nurse will be paid overtime at the rate of 150% of the employee's base hourly rate for the first 2 hours work, and 200% of the employee's base hourly rate thereafter, for additional hours that exceed more than 7.5 hours per day.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

On behalf of Medibank Health Solutions Telehealth Pty Ltd trading as Amplar Virtual Health



Signed by Kylie Bishop

14 February 2025