



DECISION

Fair Work Act 2009

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

Mater Misericordiae Limited

(AG2024/2084)

MATER MEDICAL OFFICERS ENTERPRISE AGREEMENT 2023

Health and welfare services

COMMISSIONER DURHAM

BRISBANE, 26 JUNE 2024

Application for approval of the Mater Medical Officers Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the Mater Medical Officers Enterprise Agreement 2023 (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Mater Misericordiae Limited (**the Applicant**). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] Noting the undertakings provided, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Australian Municipal, Administrative, Clerical and Services Union, Queensland Together Branch (**ASU**) and the Australian Salaried Medical Officers Federation, Queensland Branch (**ASMOF**) lodged their respective Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement to cover each of them. In accordance with s.201(2) of the Act, I note the Agreement covers the ASU and ASMOF.

[6] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

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Mater Medical Officers Enterprise Agreement 2023

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

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PART 1 – PRELIMINARY MATTERS

1.1 Title

- 1.1.1 This Agreement shall be known as the Mater Medical Officers Enterprise Agreement 2023 (Agreement).

1.2 Date and Period of Operation

- 1.2.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission and shall have a nominal expiry date of 30 June 2025.

1.3 Renewal or Replacement of Agreement

- 1.3.1 The parties will commence negotiations within three (3) months of the expiration of this Agreement.

1.4 Relationships to Other Industrial Instruments and Legislation

- 1.4.1 This Agreement is a comprehensive agreement and replaces all other awards, previous orders of industrial commissions or industrial agreements that would otherwise apply to Mater Medical Officers, save that it does not exclude laws dealing with long service leave, occupational health and safety and workers' compensation.

- 1.4.2 This Agreement replaces the:

- a) Mater Resident Medical Officers' Enterprise Agreement 2018-2021;
- b) Mater Health Services Visiting Medical Officers' Enterprise Agreement 2015; and
- c) Mater Health Services Senior Medical Officers' Enterprise Agreement 2015.

- 1.4.3 The National Employment Standards (NES) apply to Mater Medical Officers' employment and nothing in this Agreement excludes the NES.

1.5 Application

- 1.5.1 This Agreement covers the following parties:

- a) Mater;
- b) Medical Officers employed by Mater in a classification as described by clause 1.9 (h); and
- c) Australian Salaried Medical Officers' Federation Queensland Branch provided written notice is given in accordance with section 183 (1) of the Act and the Fair Work Commission notes in its approval decision that the agreement covers the Union.

- d) Australian, Municipal, Administrative, Clerical and Services Union, Queensland Together Branch (TQ) provided written notice is given in accordance with section 183 (1) of the Act and the Fair Work Commission notes in its approval decision that the agreement covers a union.

1.6 Objectives of the Agreement

- 1.6.1 The Parties are committed to:
 - a) maintaining and improving public health services to serve the needs of the Queensland community;
 - b) maintaining a stable industrial relations environment;
 - c) managing change in consultation with all relevant stakeholders;
 - d) collectively striving to achieve quality outcomes for patients;
 - e) working to sustain a skilled, motivated, and adaptable workforce;
 - f) ensuring that workload is responsibly managed to ensure there are no adverse effects on Mater Medical Officers or patients; and
 - g) balancing service delivery needs with equity and work/life balance for Mater Medical Officers.

1.7 Reading this Agreement

- 1.7.1 The terms and conditions found in clause 1 through 19 (inclusive) will apply to all Mater Medical Officers as a minimum, unless otherwise specified.
- 1.7.2 Additional terms and conditions relevant to Career Medical Officers, Critical Care Medical Officers, Resident Medical Officers and Senior Medical Officers are provided within the relevant Schedule for each.
- 1.7.3 Additional terms will only apply to the employees covered by the relevant Schedule.

1.8 Posting of the Agreement

- 1.8.1 A copy of this Agreement and the National Employment Standards (NES) will be placed on the Mater intranet site to be easily read by all Mater Medical Officers.

1.9 Definitions

- 1.9.1 In this Agreement, the following definitions apply:
 - a) **Act** means the Fair Work Act 2009 (Cth).
 - b) **Agreement** means Mater Medical Officers Enterprise Agreement 2023

- c) **Career Medical Officer (CMO)** means a Mater Career Medical Officer classified in Schedule 1 – Career Medical Officer (CMO) Terms and Conditions of this Agreement and who is employed as at or subsequent to the date of operation of the Agreement.
- d) **Critical Care Medical Officer (CCMO)** means a Mater Critical Care Medical Officer classified in Schedule 2 – Critical Care Medical Officer (CCMO) Terms and Conditions of this Agreement and who is employed as at or subsequent to the date of operation of the Agreement.
- e) **Immediate family** means:
 - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Mater Medical Officer; or
 - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Mater Medical Officer.
 - iii. for the purposes of compassionate leave, the definition of immediate family includes a stillborn baby, if the baby would have been a member of the immediate family of the Mater Medical Officer if the baby was not stillborn.
- f) **Mater** means Mater Misericordiae Limited ACN 096 708 922.
- g) **Mater Medical Officers Consultative Group** means a group formed for the purpose of acting as a consultative forum with respect to matters the subject of this Agreement and whose members are representatives of, or in the case of Medical Officers Parties to, this Agreement.
- h) **Mater Medical Officer** is the collective term which covers all employees who are employed as at or subsequent to the date of operation of the Agreement, and classified in
 - i. Schedule 1 – Career Medical Officer (CMO) Terms and Conditions.
 - ii. Schedule 2 – Critical Care Medical Officer (CCMO) Terms and Conditions
 - iii. Schedule 3 – Resident Medical Officer (RMO) Terms and Conditions; or
 - iv. Schedule 4 – Senior Medical Officer (SMO) Terms and Conditions.
- i) **Mater Policy** means a policy or procedure in place within Mater.
- j) **National Employment Standards (NES)** means the standards contained in the Act.
- k) **Parties** means those covered by the Agreement as outlined in clause 1.5.1 of this Agreement.

- l) **Representative** means a representative nominated by a Mater Medical Officer(s) which may include a Union representative, or any other person chosen by the Mater Medical Officer.
- m) **Resident Medical Officer (RMO)** means a Mater Resident Medical Officer classified in Schedule 3 – Resident Medical Officer (RMO) Terms and Conditions of this Agreement and who is employed as at or subsequent to the date of operation of the Agreement.
- n) **Senior Medical Officer (SMO)** means a Mater Senior Medical Officer classified in Schedule 4 – Senior Medical Officer (SMO) Terms and Conditions of this Agreement and who is employed as at or subsequent to the date of operation of the Agreement.
- o) **Shift Worker** definition, for the purposes of the NES (section 87 of the Act), is detailed in clause 5.3 of this Agreement.

1.10 Prevention and Settlement of Disputes

1.10.1 If a dispute relates to:

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

1.10.2 A Mater Medical Officer who is a party to the dispute may appoint a Representative, for the purposes of the procedures in this term.

1.10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Mater Medical Officer/s, including their nominated Representative and relevant supervisors and/or management.

1.10.4 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.

1.10.5 The Fair Work Commission may deal with the dispute in two (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.

- 1.10.6 A decision the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 0 of the Act. Therefore, an appeal may be made against the decision.
- 1.10.7 While the parties are trying to resolve the dispute using the procedures in this term:
- a) A Mater Medical Officer 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) A Mater Medical Officer must comply with a direction given by Mater 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 Mater Medical Officer to perform; or
 - iv. there are other reasonable grounds for the Mater Medical Officer to refuse to comply with the direction.
- 1.10.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

1.11 Flexibility Term

- 1.11.1 Mater and a Mater Medical Officer covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the Agreement deals with one (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 Mater and the Mater Medical Officer in relation to one (1) or more of the matters mentioned in paragraph (a); and

c) the arrangement is genuinely agreed to by Mater and the Mater Medical Officer.

1.11.2 Mater must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth); and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
- c) results in the Mater Medical Officer being better off overall than the Mater Medical Officer would be if no arrangement was made.

1.11.3 Mater must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of Mater and the Mater Medical Officer; and
- c) is signed by Mater and the Mater Medical Officer; and
- d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Mater Medical Officer 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.

1.11.4 Mater must give the Mater Medical Officer a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

1.11.5 Mater or the Mater Medical Officer may terminate the individual flexibility arrangement:

- a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- b) if Mater and the Mater Medical Officer agree in writing—at any time.

1.12 Consultation

1.12.1 Mater is committed to consulting Medical Officers when Mater decides to introduce a major change that affects the workforce. Medical Officers will be encouraged to participate in the consultation processes by allowing reasonable time to understand, analyse, seek appropriate advice from their union representative and respond to such information.

1.12.2 This consultation term applies if Mater:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Medical Officers; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Mater Medical Officers.

Major change

1.12.3 For a major change referred to in subclause 1.12.2(a):

- a) Mater must notify the relevant Mater Medical Officers of the decision to introduce the major change; and
- b) subclauses 1.12.4 to 1.12.11 apply.

1.12.4 The relevant Mater Medical Officers may appoint a representative for the purposes of the procedures in this clause.

1.12.5 If:

- a) relevant Mater Medical Officer appoints, or relevant Mater Medical Officers appoint, a representative for the purposes of consultation; and
- b) the Mater Medical Officer or Mater Medical Officers advise the employer of the identity of the representative;

Mater must recognise the representative.

1.12.6 As soon as practicable after making its decision, Mater must:

- a) discuss with the relevant Mater Medical Officers:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Mater Medical Officers; and
 - iii. measures Mater is taking to avert or mitigate the adverse effect of the change on the Mater Medical Officers; and
- b) for the purposes of the discussion—provide, in writing, to the relevant Mater Medical Officers and their nominated Representative:
 - 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 Mater Medical Officers; and
 - iii. any other matters likely to affect the Mater Medical Officers.

- 1.12.7 However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Mater Medical Officers.
- 1.12.8 Mater must give prompt and genuine consideration to matters raised about the major change by the relevant Mater Medical Officers and their nominated Representative.
- 1.12.9 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Mater, the requirements set out in paragraph 1.12.2(a) and subclauses 1.12.4 and 1.12.6 are taken not to apply.
- 1.12.10 In this term, a major change is likely to have a significant effect on Mater Medical Officers if it results in:
- a) the termination of the employment of Mater Medical Officers; or
 - b) major change to the composition, operation or size of Mater's workforce or to the skills required of Mater Medical Officers; 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 Mater Medical Officers; or
 - f) the need to relocate Mater Medical Officers to another workplace; or
 - g) the restructuring of jobs.
- 1.12.11 In this term "relevant Mater Medical Officers" means the Mater Medical Officers who may be affected by a change referred to in subclause 1.12.2(a).

Change to regular roster or ordinary hours of work

- 1.12.12 Change to regular roster or ordinary hours of work
- For a change referred to in paragraph 1.12.2(b):
- a) Mater must notify the relevant Mater Medical Officers of the proposed change; and
 - b) subclauses 1.12.13 to 1.12.18 apply.
- 1.12.13 The relevant Mater Medical Officers may appoint a representative for the purposes of the procedures in this clause.
- 1.12.14 If:
- a) a relevant Mater Medical Officer appoints, or relevant Mater Medical Officers appoint, a representative for the purposes of consultation; and

- b) the Mater Medical Officers or Mater Medical Officers advise Mater of the identity of the representative;

Mater must recognise the representative.

1.12.15 As soon as practicable after proposing to introduce the change, Mater must:

- a) discuss with the relevant Mater Medical Officers and their nominated Representative the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant Mater Medical Officer and their nominated Representative:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what Mater reasonably believes will be the effects of the change on the Mater Medical Officers; and
 - iii. information about any other matters that Mater reasonably believes are likely to affect the Mater Medical Officers; and
- c) invite the relevant Mater Medical Officers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

1.12.16 However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Mater Medical Officers and/or their nominated Representative.

1.12.17 Mater must give prompt and genuine consideration to matters raised about the change by the relevant Mater Medical Officers and/or their nominated Representative.

1.12.18 In this term “relevant Mater Medical Officers” means the Mater Medical Officers who may be affected by a change referred to in subclause 1.12.2(b).

1.13 Mater Medical Officers Consultative Group

1.13.1 Mater Medical Officers Consultative Group (MMOCCG) is a group formed for the purpose of acting as a consultative forum with respect to matters the subject of this Agreement. The terms of reference will be agreed between the Parties. It is agreed that the MMOCCG will meet at least five (5) times per annum.

PART 2 – BASIS OF EMPLOYMENT

2.1 Full Time Medical Officers

- 2.1.1 A full time Mater Medical Officer is a Mater Medical Officer who is engaged to work the Standard Hours, as outlined in the relevant Schedule of this Agreement.

2.2 Part Time Medical Officers

- 2.2.1 Part time Mater Medical Officer means a Mater Medical Officer, other than a casual Mater Medical Officer as defined in clause 2.3, who is engaged to work regular hours and who is employed for fewer than the Standard Hours on average per week as defined in the relevant Schedule that covers the employee.
- 2.2.2 A part time Mater Medical Officer will be paid the same hourly rate as a full time Mater Medical Officer for performing duties at the same classification level and increment, as applicable.
- 2.2.3 Part time Mater Medical Officers will be entitled to any applicable allowances on a pro rata basis, based on the number of hours worked, provided that the following provisions apply in full:
- a) on call allowance; and
 - b) meal allowance.
- 2.2.4 Subject to the provisions contained in this clause, all other provisions of this Agreement applicable to full time Mater Medical Officers will apply pro rata to part time Mater Medical Officers.

2.3 Casual Medical Officers

- 2.3.1 Casual Mater Medical Officer means a Mater Medical Officer, other than a part time Mater Medical Officer as defined in clause 2.2, who is engaged as a casual Mater Medical Officer and paid on an hourly basis to work generally for less than the ordinary hours worked by a full time Mater Medical Officer, in accordance with the definition of a casual employee under the Act.
- 2.3.2 A casual Mater Medical Officer will be paid a loading of 23% in addition to the applicable hourly rate of pay for the relevant classification.
- 2.3.3 Where applicable, a casual Mater Medical Officer will be entitled to overtime, penalty rates and payment for time worked on public holidays in accordance with the relevant clauses. Such payments will not be compounded by the application of the 23% casual loading.
- 2.3.4 Each engagement will stand alone with a minimum payment of two (2) hours.
- 2.3.5 Except as under cl. 4.3 4.3.2 (Long Service Leave), a casual Mater Medical Officer will not be entitled to any other leave.

- 2.3.6 Casual Mater Medical Officers are not entitled to Vocational Training subsidy, Professional Development Allowance or Professional Development Support.

2.4 Recognition of Previous Service

- 2.4.1 Recognition is in accordance with Mater Policy.

2.5 Notice of Termination of Employment

- 2.5.1 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of a period of notice, as outlined in the relevant Schedule.
- 2.5.2 Mater may make payment in lieu of the notice if Mater requires that part or all of the notice period is not required to be worked. In calculating any payment in lieu of notice, the payment will be based on hours the Mater Medical Officer would have worked during the period of notice.
- 2.5.3 If an Employee who is at least 18 years of age does not give the required notice under 2.5.1, Mater may, unless exceptional circumstances apply, and subject to legislative requirements, deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

2.6 Job Security and Redundancy

- 2.6.1 Mater is committed to maximizing permanent employment and job security for Mater Medical Officers.
- 2.6.2 It is acknowledged that job security for Mater Medical Officers assists in ensuring workforce stability, cohesion and motivation.
- 2.6.3 Mater recognises the crucial role Mater Medical Officers play in providing clinical health services in Queensland.
- 2.6.4 Whilst Mater is committed to job security for all Mater Medical Officers, there may be times that due to financial, funding or operational reasons and not due to the ordinary and customary turnover of labour that Mater may determine to make a particular position(s) redundant. Mater may redeploy Mater Medical Officers to suitable alternative positions at any Mater facility within the region in which they are employed or, by agreement with the employee, anywhere in Queensland. For clarity, redeployment outside the region in which they are employed is only by agreement with the Mater Medical Officer. The regions are South-East Queensland, Central Queensland or North Queensland.
- 2.6.5 An alternative position will be deemed to be suitable alternative employment if:
- a) the position is appropriate for the employee having regard to the Mater Medical Officer's experience, skills, qualifications, training and any other relevant considerations; and

b) the terms and conditions of the position are similar to those provided to the Mater Medical Officer in the current position.

- 2.6.6 Where a Mater Medical Officer is redeployed in accordance with this clause, no redundancy entitlement will be payable to the redeployed Mater Medical Officer.
- 2.6.7 Where a Mater Medical Officer refuses a reasonable offer of redeployment, the Mater Medical Officer may not be entitled to be paid a redundancy payment in accordance with section 120 of the Fair Work Act 2009.
- 2.6.8 Any consideration of redundancies or redeployment of Mater Medical Officer positions will follow the consultation process outlined in clause 1.12.2(a).
- 2.6.9 Where Mater has given notice of termination to a Mater Medical Officer, the Mater Medical Officer is entitled to the notice period as required per clause 2.5 (Notice of Termination of Employment).
- 2.6.10 Where Mater has given notice of termination to a Mater Medical Officer, the Mater Medical Officer will be allowed up to one (1) day off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to the Mater Medical Officer after consultation with the Mater Medical Officer's Manager or Director.
- 2.6.11 All entitlements to redundancy payments will be in accordance with the below table below, excepting Career Medical Officers. Redundancy payments' for CMOs are provided for in the relevant Schedule.

	Mater Medical Officer's period of continuous service with the employer on termination	Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years or more	16 weeks

PART 3 – WAGE AND SALARY RELATED MATTERS

3.1 Wage increases

- 3.1.1 The wage rates for Mater Medical Officers are set out in the relevant Schedule.
- 3.1.2 A Mater Medical Officer who was employed by Mater prior to the Agreement coming into operation but not afterwards is not entitled to any retrospective payment.
- 3.1.3 The wages prescribed by this Agreement are expressed in hourly and annual rates. The hourly rates are the actual wages paid and annual rates are shown for information purposes only.

3.2 Salary Sacrificing/Packaging

- 3.2.1 Salary packaging arrangements may be available to eligible Mater Medical Officers in accordance with Mater Policy and applicable legislation.

3.3 Classification Structure, Appointments, Increments and Progression

3.3.1 Classification Structure, Appointments, Increments and Progression are outlined in the relevant Schedule.

3.4 Superannuation

3.4.1 Mater's default superannuation fund (default fund) is the Health Employees Superannuation Trust of Australia (HESTA).

3.4.2 Each Employee may elect for Mater to pay their superannuation guarantee contributions to a superannuation fund of their choice which is compliant with relevant superannuation legislation. Mater will make superannuation contributions as prescribed under the Superannuation Guarantee (Administration) Act (Cth) or any replacement Act. For the sake of clarity, the compulsory Employer contribution is calculated in accordance with the legislation based on ordinary time earnings.

PART 4 – LEAVE AND PUBLIC HOLIDAYS

4.1 Parental Leave

4.1.1 Mater supports employees during their or their spouse's pregnancy and paid parental leave, unpaid parental leave and flexible rostering to accommodate pregnancy related appointments. Mater's Parental Leave Procedure, as amended by Mater from time to time, provides further information with respect to the application process and support provided to Mater Medical Officers.

4.1.2 Mater Medical Officers will be entitled to unpaid parental leave in accordance with the Act and Mater Policy.

4.1.3 Mater Medical Officers are able to access annual leave and/or long service leave, where eligible, following a period of either paid or unpaid parental leave.

4.2 Paid Parental Leave

4.2.1 In accordance with Mater Policy, full time and part time Mater Medical Officers who have completed twelve (12) months' continuous service with Mater at the expected date of birth or, in the case of adoption, the day of placement or expected date of placement of the child) will be entitled to paid leave as follows:

- a) Twelve (12) weeks paid maternity leave;
- b) Twelve (12) weeks paid adoption leave for the primary carer of an adopted child; or
- c) 2-weeks spousal leave, which may be taken at half the pay for double the period of time in connection with the birth or adoption of a child where the Medical Officer produces a certificate from a medical practitioner or other evidence acceptable to Mater which states the

expected date of birth or date of placement of the child for whom the employee has accepted responsibility.

- 4.2.2 Leave may be taken at half pay for double the period of time by the employee agreeing that for the duration of the leave their current ordinary hours will be deemed to be halved and leave will accrue accordingly.
- 4.2.3 Eligibility notice requirements and other related information is detailed in Mater's Policy as amended by Mater from time to time.
- 4.2.4 Clause 4.2.1 and clause 4.2.1 does not apply to Resident Medical Officers. Resident Medical Officers paid parental leave for maternity and adoption leave is detailed in Schedule 3 – Resident Medical Officer (RMO) Terms and Conditions.

4.3 Long Service Leave

- 4.3.1 Mater Medical Officers who complete ten (10) years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- 4.3.2 Part-time and casual Mater Medical Officers accrue long service leave on a proportionate basis in accordance with the Industrial Relations Act 2016 (Qld).
- 4.3.3 Mater Medical Officers' entitlements to long service leave will be adjusted as follows:
 - a) Mater Medical Officers may take leave on a pro rata basis after seven (7) years continuous service, but are only entitled to payment in lieu of leave on termination after ten (10) years continuous service;
 - b) Exceptions to payment in lieu of long service leave on termination prior to the completion ten (10) years continuous service are in accordance with the Industrial Relations Act 2016 (Qld).
- 4.3.4 Mater Medical Officers may take long service leave at half pay for double the period of time subject to Mater's discretion.
- 4.3.5 Where an employee requests the approval of long service leave at half pay, the employee agrees that 50 per cent of the leave period will be taken as unpaid leave. Accordingly, the unpaid portion of the leave will not be counted as service.
- 4.3.6 Subject to the employee's agreement (cl. 4.3.5) Mater will average the unpaid portion of the leave period over the full period.

4.4 Long Service Leave – Cashing Out

- 4.4.1 Mater Medical Officers with ten (10) or more years of service may apply to cash out a portion of their accrued long service leave (instead of taking the leave) in the following circumstances:
- a) on compassionate grounds; or
 - b) on the ground of financial hardship.
- 4.4.2 All requests and supporting documentation must be submitted in writing and approval is subject to the discretion of Mater.

4.5 Long Service Leave – Direction to Take Leave

- 4.5.1 A Mater Medical Officer may be directed to take long service leave in accordance with the Industrial Relations Act 2016 (Qld) in circumstances where Mater and the Mater Medical Officer have been unable to agree on mutually acceptable leave arrangements.
- 4.5.2 Mater may decide when the Mater Medical Officer is to take leave by giving the Mater Medical Officer at least three (3) months' written notice of the date on which the Mater Medical Officer must take at least four (4) weeks long service leave.

4.6 Annual Leave

- 4.6.1 Full time Mater Medical Officers are entitled to four (4) weeks (Standard Hours) annual leave each year. Part time Mater Medical Officers will be entitled to a pro rata number of hours.
- 4.6.2 A full time Mater Medical Officer who meets the definition of Shift Worker is entitled to an additional week's annual leave per year. This extra week of leave does not attract leave loading. Part time Mater Medical Officers who meet the definition of Shift Worker will be entitled to a pro rata number of additional hours.
- 4.6.3 Leave debits will be equivalent to the Standard Hours the Mater Medical Officer would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours taken.
- 4.6.4 Annual leave payments are calculated as follows:

4.6.5 Non-shift workers

Package	Details
Non-Shift Workers Annual Leave Package	4 Weeks Annual Leave Annual Leave Loading on 4 weeks 17.5%
Payment	The Mater Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17.5% for 4 weeks.

4.6.6 Shift workers

Package	Details
Shift Workers Annual Leave Package	5 Weeks Annual Leave Annual Leave Loading on 4 weeks 17.5%
Payment	The Mater Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17.5% for 4 weeks.

- 4.6.7 Clause 4.6.6 does not apply to Resident Medical Officers. Resident Medical Officers' entitlement to an additional week for Shift Worker and the annual leave loading calculation are detailed in Schedule 3 – Resident Medical Officer (RMO) Terms and Conditions.

4.7 Annual Leave – Cashing Out

- 4.7.1 Mater is committed to ensuring that all Mater Medical Officers access their accrued leave for rest and recreation away from the workplace each year.
- 4.7.2 A Mater Medical Officer may cash out an entitlement to annual leave provided that:
- a) each request is made in writing; and
 - b) the Medical Officer maintains a balance of at least four (4) weeks annual leave after cashing out the leave.
- 4.7.3 All requests and supporting documentation must be submitted in writing, in accordance with Mater Policy.
- 4.7.4 Clause 4.7 does not apply to Resident Medical Officers. Provisions for a Resident Medical Officer cashing out of annual leave are detailed in Schedule 3 – Resident Medical Officer (RMO) Terms and Conditions.

4.8 Excessive Leave Balance – Direction to take Excessive Annual Leave

- 4.8.1 Subject to the provisions of the Act, a Mater Medical Officer may be directed to take annual leave in circumstances where:
- a) The Mater Medical Officer has an annual leave balance in excess of two (2) years' accrual; and
 - b) The Mater Medical Officer and Mater have had a discussion concerning the reasons why the Mater Medical Officer has not taken a period of annual leave (the purpose being to ascertain whether the Mater Medical Officer is saving the leave for a particular occasion, and whether such leave may be able to be approved); and
 - c) The Mater Medical Officer and Mater have been unable to agree on mutually acceptable leave arrangements; and
 - d) Subject to the Mater Medical Officer and Mater having the above conversations Mater provides the Mater Medical Officer with twenty-eight (28) days' notice in writing directing the Medical Officer to take a period of leave; and
 - e) Mater Medical Officers may only be able to be directed to take annual leave once in a twelve (12) month period unless otherwise agreed; and
 - f) Any period of directed leave under this clause must not reduce the Mater Medical Officer's total leave balance below eight (8) weeks accrual.

4.9 Proportionate Salary (Purchase of Leave)

- 4.9.1 Extra leave for proportionate salary (also referred to as Purchase of Leave) is a scheme where Mater Medical Officers are able to access between one (1) and six (6) weeks "extra" leave in addition to paid annual leave and other entitlements.
- 4.9.2 The effect is to provide a continuous reduced average salary over the twelve (12) month cycle that allows for the payment of a proportional salary to cover the period of the "extra" leave.
- 4.9.3 The existing Mater Policy governing Purchase of Additional Leave will apply in this instance.

4.10 Personal/Carer's Leave

- 4.10.1 A Mater Medical Officer, other than a casual, is entitled to up to ten (10) days paid personal leave on full pay for each year of service. Paid personal leave (which incorporates carer's leave) will accumulate at the rate of ten (10) days for each completed year of service and a proportionate amount for an incomplete year of service.
- 4.10.2 A Mater Medical Officer may take paid personal leave if the leave is taken:
- a) because the Medical Officer is not fit for work because of a personal illness, or personal injury, affecting the Medical Officer; or
 - b) to provide care or support to a member of the Medical Officer's immediate family, or a member of the Medical Officer's household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.

11 The following will also apply:

- a) Leave may be taken for part of a day;
- b) Medical Officers are required to notify Mater as soon as possible of their absence and its expected duration, in accordance with Mater Policy and the Act;
- c) An application for personal leave of more than two (2) days must be supported by a medical certificate or other evidence acceptable to Mater;
- d) In addition to clause 4.10.2(b), Mater Medical Officers may be notified they will be required to provide a medical certificate or any other evidence that is acceptable to Mater for a repeated absence of one (1) or more working days before or following a Rostered Day Off, an Accrued Day off, annual leave, long service leave or public holiday; and

- e) Payment of paid personal leave is based on the ordinary rate being paid to the Mater Medical Officer immediately before the leave is taken. Leave debits will be equivalent to the ordinary hours the Mater Medical Officer would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- f) Unpaid personal leave and unpaid carer's leave will be provided in accordance with the NES.

4.11 Leave to deal with Domestic and Family Violence

- 4.11.1 Mater is strongly committed to providing a healthy and safe working environment for all Employees. It is recognised that Employees sometimes face difficult situations in their personal life, such as domestic and family violence, that may affect their attendance or performance at work, or safety, and Mater has a comprehensive Domestic and Family Violence Guideline in place for this purpose.
- 4.11.2 Employees are entitled to paid leave to deal with domestic and family violence in accordance with the NES.

4.12 Compassionate Leave

- 4.12.1 A Mater Medical Officer is entitled to two (2) days of paid compassionate leave for each occasion (a permissible occasion) when a member of the Mater Medical Officer's immediate family, or a member of the Mater Medical Officer's household:
 - a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b) sustains a personal injury that poses a serious threat to his or her life; or
 - c) dies.
- 4.12.2 A Mater Medical Officer may apply for additional unpaid leave in accordance with Mater Policy.
- 4.12.3 Casual Mater Medical Officers are entitled to unpaid compassionate leave.

4.13 Jury Service

- 4.13.1 A Mater Medical Officer, other than a casual Medical Officer, required to attend jury service during their ordinary hours, will continue to be paid the base rate of pay for their ordinary hours by Mater. Any fees (other than meal allowance) received by the Medical Officer to attend jury service will be reimbursed to Mater.

- 4.13.2 Mater Medical Officers will notify Mater as soon as practicable of the date upon which they are required to attend for jury service and will provide Mater with proof of attendance, the duration of attendance and the amount received in respect of attendance.
- 4.13.3 If the Mater Medical Officer is not required to serve on a jury for a day or part of a day after attending for jury service and the Medical Officer would ordinarily be working for all or part of the remaining day, the Medical Officer must, if practicable, present for work at the earliest reasonable opportunity.

4.14 Reduced Activity Periods

- 4.14.1 There will be times when Mater will initiate planned reductions in operational activity due to business requirements that will mean reduced staffing level requirements. Mater will provide Mater Medical Officers six (6) weeks' notice of such planned reductions, which will usually coincide with holiday periods such as Easter and Christmas.
- 4.14.2 To respond to such business requirements where staffing levels are expected to be in excess of the planned reduced activity in a work area for the relevant periods, the following will be undertaken by Mater as part of the consultation process with affected Mater Medical Officers:
- a) Mater Medical Officers will be requested to voluntarily:
 - i. (i) submit leave applications (e.g. annual leave); and
 - ii. (ii) access any ADO balances.
 - b) Subject to clause 4.14.2(c), Medical Officers with an annual leave balance in excess of two (2) years' accrual may be directed to take annual leave in accordance with clause 4.12 (Excessive Leave Balance – Direction to take Excessive Annual Leave) except with respect to notice the following will apply:
 - i. (i) Mater will aim to provide a minimum of twenty-eight (28) days written notice. However, in the case of reduced activity periods, a minimum of fourteen (14) days written notice will apply.
 - c) A direction pursuant to clause 4.14.3 will not be given to a Mater Medical Officer who applied, and been refused, to use accrued annual leave for all or a significant part of the relevant reduced activity period.
 - d) If there are opportunities for employees to be deployed to another work area for the period, then Mater will:
 - i. seek requests from Mater Medical Officers who wish to be considered for deployment; and
 - ii. consult with those Mater Medical Officers about potential deployment opportunities.
- 4.14.3 Mater Medical Officers may be directed to access any accrued ADO balances for the reduced activity period.

- 4.14.4 The above actions will generally be undertaken by Mater in the order outlined, but some actions may occur simultaneously to ensure appropriate staffing levels for the periods are achieved, whilst also giving Mater Medical Officers appropriate notice.

4.15 Public Holidays

- 4.15.1 A Mater Medical Officer (other than a casual employee), who would ordinarily be required to work on a day on which any public holiday falls, but who is not required to work, is entitled to full pay for the time the Mater Medical Officer would ordinarily have been required to perform work on that day.

4.16 Public Holidays – Work Performed on a Public Holiday

- 4.16.1 Clause 4.16 does not apply to Resident Medical Officers. Public holiday provisions for Resident Medical Officers are detailed in Schedule 3 – Resident Medical Officer (RMO) Terms and Conditions.

- 4.16.2 Work performed by a Mater Medical Officer on:

- a) 1 January;
- b) 26 January (Australia Day);
- c) Good Friday;
- d) Easter Monday;
- e) 25 April (Anzac Day);
- f) Labour Day
- g) Show Day (EKKA)
- h) the Birthday of the Sovereign;
- i) Boxing Day; or
- j) any day appointed under the Holidays Act 1983, to be in place of any such holiday; will be paid at the rate of one and a half times the ordinary rate, with a minimum payment of four (4) hours except as per clause 8. For the purposes of this clause "one and a half times" means an additional 50% penalty payment for hours worked on a public holiday.

- 4.16.3 All work done by a Mater Medical Officer on Easter Saturday and 25 December will be paid of the rate of double time and a half times the ordinary rate, with a minimum payment of four (4) hours except as per clause 8. For the purpose of this clause "double time and a half" means an additional 150% penalty payment for hours worked on a public holiday.

PART 5 – HOURS OF WORK AND OVERTIME

5.1 Ordinary Hours and Standard Hours

- 5.1.2 Ordinary hours for each are defined under the relevant Schedule for each employee.
- 5.1.3 Standard hours, as applicable, are defined under the relevant Schedule for each employee.

5.2 Hours of Work

- 5.2.1 Hours of work are defined in the relevant Schedule for each employee.

5.3 Shift worker

- 5.3.1 A Shift Worker, for the purpose of section 87 of the Act, means a Medical Officer who is regularly rostered to work their Standard Hours either:
 - a) Outside of 07:00 to 18:00 Monday to Friday; or
 - b) On weekends
- 5.3.2 In the case of (a) "regularly rostered" means rostered to work at least twenty (20) shifts where 50% of the shift falls outside 07:00 to 18:00 Monday to Friday, in a 12-month period.
- 5.3.3 In the case of (b) "regularly rostered" means rostered to work their Standard Hours on at least twenty (20) weekends (Saturdays or Sundays) in a 12-month period,

5.4 Shift Penalties

- 5.4.1 If applicable, shift penalty provisions for are provided for within the relevant Schedule for each employee.

5.5 Overtime

- 5.5.1 Directed overtime is defined in the relevant Schedule for each employee. Mater Medical Officers who work directed overtime will be paid as follows:
 - a) Monday to Saturday – time and one-half for the first three (3) hours and double time thereafter;
 - b) Sunday – double time;
 - c) Public holidays – double time and one-half.
- 5.5.2 Payment in terms of clause 5.5.1 will not be unreasonably withheld by Mater.

- 5.5.3 Mater Medical Officers who have an Averaging Arrangement in place will only be entitled to the payment of overtime in respect of clinical duties or other approved duties performed outside or in excess of standard hours contained within their averaging arrangements, as per the relevant schedule.
- 5.5.4 For clarity, only hours worked in excess of the standard hours contained in the Averaging Arrangement will be paid as overtime in accordance with this clause.
- 5.5.5 Clause/s 5.5.1 – 5.5.4 does not apply to Career Medical Officers (Schedule 1) or Critical Care Medical Officers (Schedule 2).

PART 6 – PROFESSIONAL DEVELOPMENT

6.1 Professional Development

- 6.1.1 Professional development provisions are defined in the relevant Schedule for each employee.
- 6.1.2 Where Professional Development Leave (PDL) is provided, no cash payment will be made in lieu of PDL, including upon resignation, retirement, and termination of services or exceeding the maximum accumulation years in accordance with the relevant Schedule's clauses in relation to maximum PDL accumulation.

PART 7 – ON CALL

7.1 On Call

- 7.1.1 On call provisions are provided for within the relevant Schedule for each employee.

PART 8 – RECALL

8.1 Recall

- 8.1.1 Recall provisions for are provided for within the relevant Schedule for each employee.

PART 9 – BREAKS AND MEAL ALLOWANCES

9.1 Breaks

- 9.1.1 Breaks are provided for within the relevant Schedule for each employee.

9.2 Meal Allowances

- 9.2.1 Meal allowance provisions are provided for within the relevant Schedule for each employee.

PART 10 – HIGHER DUTIES

10.1 Higher Duties

- 10.1.1 If applicable, higher duties provisions for are provided for within the relevant Schedule for each employee.

PART 11 – FATIGUE RELATED MATTERS

11.1 Fatigue Related Matters

- 11.1.1 Fatigue related matters for are provided for within the relevant Schedule for each employee.

PART 12 – TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

12.1 Travelling and Working Away from Usual Place of Work

- 12.1.1 Travelling and working away from usual place of work for provisions are provided for within the relevant Schedule for each employee.

PART 13 - DEVELOPMENT OF INITIATIVES

13.1 Development of Initiatives

- 13.1.1 Development of initiative provisions for Senior Medical Officers are provided for within Schedule 4 – Senior Medical Officer (SMO) Terms and Conditions.

PART 14 – OCCUPATIONAL HEALTH AND AMENITIES

14.1 Clothing and Laundry

- 14.1.1 Where Protective Personal Equipment (PPE) is required for the Mater Medical Officer to carry out their duties, it will be supplied by Mater.

PART 15 – WORKPLACE BULLYING AND SEXUAL HARASSMENT

15.1 Bullying

- 15.1.1 Mater recognises that any form of workplace bullying is a serious workplace issue which is not acceptable and must be eliminated and will be dealt with via the relevant Mater Policy as amended from time to time by Mater.

15.2 Harassment

- 15.2.1 Further, Mater recognises that harassment and sexual harassment is unlawful and unacceptable in the workplace and any concerns a Mater Medical Officer may have should be dealt with via the relevant Mater Policy as amended from time to time by Mater.

PART 16 – EQUITY CONSIDERATIONS

16.1 Equity and Merit

- 16.1.1 The Parties are committed to the principles of equity and merit and thereby to the objectives of the Anti-Discrimination Act 1991 (Qld) or any successor act and other applicable anti-discrimination legislation.
- 16.1.2 The Parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness, and equity.

PART 17 – UNION RELATED MATTERS

17.1 Delegates and Peer Nominated Workplace Representatives

- 17.1.1 Mater recognises the role of Australian Salaried Medical Officers' Federation Queensland Branch (ASMOFQ) and Together Union (TU) delegates ("Union delegates") and peer nominated workplace representatives in the workplace and is supportive of their workplace representation. A Medical Officer elected as a Union delegate will, upon notification to Mater by the Union, be recognised as an accredited representative of the Union.
- 17.1.2 To this end, after the Union delegate has sought confirmation from their manager that service delivery is not disrupted and work requirements are not unduly affected, Union delegates and workplace representatives will be entitled, at ordinary pay, to carry out the following responsibilities required of their role (as relevant):
- a) Attendance, without loss of payment, at Enterprise Agreement bargaining meetings on behalf of the Mater staff/Union.
 - b) Attendance at staff consultative forums and any pre/post staff consultative forum meeting.
 - c) Attend meetings with other Mater Medical Officers as their nominated support person or to provide other reasonable support as required.
- 17.1.3 Medical Directors will ensure that Mater Medical Officers understand this arrangement and are supportive of delegates' involvement in the above activities. In addition, these Mater Medical Officers will be provided with access to reasonable use of existing facilities for the purpose of undertaking the above responsibilities, provided that any use of facilities is consistent with Mater policies and procedures and personal privacy and information security is maintained.

17.2 Attendance at Industrial Education Training

- 17.2.1 Upon application to Mater, a Mater Medical Officer may be granted up to five (5) working days leave (non-cumulative) on ordinary pay each calendar year to attend Industrial Relations Education Training.
- 17.2.2 Additional leave, in any, one (1) calendar year may be granted where approved training courses involve more than five (5) working days. This leave will be at the discretion of Mater.

PART 18- OVERPAYMENT

18.1 Overpayment

- 18.1.1 Any amount of payment paid to the Mater Medical Officer that is in excess of the entitlements, contained within this Agreement shall be able to be recovered by Mater in accordance with Mater policy.

PART 19 – LEAVE RESERVED/NO EXTRA CLAIMS

19.1 Leave Reserved/No Extra Claims

- 19.1.1 This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- 19.1.2 It is agreed that the following changes may be made to a Mater Medical Officer's rights and entitlements during the life of this Agreement:
- a) Rulings of the Fair Work Commission.
 - b) Mater Policies.

S1 Schedule 1 – Career Medical Officer (CMO) Terms and Conditions

S1.1 Basis of Employment

S1.1.1 CMO – Locum

S1.1.1.1 Where a CMO is required to work additional shifts above CMO's rostered hours of work, the CMO will be paid a Locum Rate in accordance with the Wage table – CCMO in clause S2.11 of this Schedule. The additional loading is provided in lieu of leave accruals for that period (excepting long service leave)

S1.1.2 Termination

S1.1.2.1 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of four (4) weeks' notice by either the CMO or Mater or by the forfeiture or payment of four weeks' salary provided that the CMO and Mater agree to the lesser period of notice.

S1.1.2.2 If an employee who is at least 18 years of ages does not give the required notice under S1.1.2.1, Mater may, unless exceptional circumstances apply, and subject to legislative requirements, deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

S1.1.3 Redundancy

S1.1.3.1 In the event a CMO is made redundant Mater will provide the relevant Notice and Redundancy payment required by the Act.

S1.2 Hours of Work

S1.2.1 Standard hours

S1.2.1.1 Standard Hours for a full-time CMO constitutes thirty-eight (38) hours (ordinary hours) per week.

S1.2.2 Shifts and ordinary hours.

S1.2.2.1 The hours of work for a CMO will be 76 hours per fortnight (Contract Hours). It is acknowledged by both the CMO and Mater that:

- a. The CMO will be rostered through various shifts covering a 24/7 roster; and
- b. The usual shift length of 12 hours 40 mins includes paid time to ensure an effective handover to the oncoming CMO.

S1.2.3 **Meals and Meal Breaks**

S1.2.3.1 CMOs will be paid during meal breaks (maximum of 30 minutes), which can be taken at times consistent with clinical and operational requirements.

S1.2.4 **Overtime**

S1.2.4.1 A CMO's hourly rate of pay incorporates payment for overtime worked.

S1.2.5 **Medical Emergency Calls**

S1.2.5.1 During the CMO's rostered hours, the CMO may be required to carry out ward initiated Medical Emergency (ME) calls.

S1.2.5.2 Where a CMO is required to carry out a ward initiated Medical Emergency (ME) call, the CMO will be paid a ME call rate in addition to their hourly rate of pay.

S1.2.5.3 The ME call rate is \$92.16 per presentation for each completed response.

S1.3 **Fatigue Management**

S1.3.1.1 Parties recognise the CMO's responsibility to monitor individual workload and fatigue levels. It is therefore expected the CMO will ensure the CMO is capable of undertaking duties and responsibilities safely, in all positions. Should a CMO have any questions or concerns about fatigue levels or roster, the CMO should immediately direct these to the CMO's manager.

S1.4 **Wage table – CMO**

S1.4.1.1 Wages in the table below will be effective in the first full pay cycle on or after the date indicated:

Career Medical Officer (CMO)			
		Rate upon commencement of the Agreement	
		1/7/2024	
Description		\$/Hour	\$/Hour
Career Medical Officer	CMO	140.000	144.2000
Career Medical Officer	LOCUM	\$172.000	\$177.3660

Schedule 2 – Critical Care Medical Officer (CCMO) Terms and Conditions

S2 Basis of Employment

S2.1 CCMO – Locum

S2.1.1 Where a CCMO is required to work additional shifts above CCMO's rostered hours of work, the CCMO will be paid a Locum Rate in accordance with the Wage table – CCMO in clause 25. of this Schedule. The additional loading is provided in lieu of leave accruals for that period (excepting long service leave).

S2.2 Casual Employment Review

S2.2.1 Mater will review the status of a casual CCMO in accordance with the NES.

S2.3 Termination

S2.3.1 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of four (4) weeks' notice by either the CCMO or Mater or by the forfeiture or payment of four weeks' salary provided that the CCMO and Mater agree to the lesser period of notice

S2.4 Hours of Work

S2.4.1 Standard Hours for a full-time CCMO constitutes thirty-eight (38) hours (ordinary hours) per week

S2.5 Shifts and Ordinary Hours

S2.5.1 The hours of work for a CCMO will be 76 hours per fortnight (Contract Hours). It is acknowledged by both the CCMO and Mater that:

- a) the CCMO will be rostered through various shifts covering a 24/7 roster; and
- b) the usual shift length of 12 hours 40 mins includes paid time to ensure an effective handover to the oncoming CCMO.

S2.6 Meals and Meal Breaks

S2.6.1.1 CCMOs will be paid during meal breaks (maximum of 30 minutes), which can be taken at times consistent with clinical and operational requirements.

S2.7 Overtime

S2.7.1.1 A CCMO's hourly rate incorporates payment for overtime worked.

S2.8 Medical Emergency Calls

S2.8.1.1 During the CCMO's rostered hours, the CCMO may be required to carry out ward-initiated Medical Emergency (ME) calls.

S2.8.1.2 Where a CCMO is required to carry out a ward-initiated Medical Emergency (ME) call, the CCMO will be paid a ME call rate in addition to their hourly rate of pay.

S2.8.1.3 The ME call rate is \$92.16 per presentation for each completed response

S2.9 Fatigue Management

S2.9.1.1 Parties recognise the CCMO's responsibility to monitor individual workload and fatigue levels. It is therefore expected the CCMO will ensure the CCMO is capable of undertaking duties and responsibilities safely, in all positions. Should a CCMO have any questions or concerns about fatigue levels or roster, the CCMO should immediately direct these to the CCMO's manager.

S2.10 Clinical Support Time

S2.10.1 Clinical support time is time for activities that are not directly related to individual patient care. This includes most aspects of the teaching, research, clinical governance, clinical audit and quality improvement activities.

S2.10.2 Mater recognises the mutual advantages of involving CCMOs in these activities and endorses their participation during regular working hours, as directed and planned by the Clinical Director.

S2.10.3 Clinical support activities will be undertaken at the usual place of work unless approved by the Clinical Director

S2.11 Wage table – CCMO

S2.11.1.1 Wages in the table below will be effective in the first full pay cycle on or after the date indicated:

Critical Care Medical Officer (CCMO)			
	1/07/2022	11/07/2023	1/07/2024
Description	\$/Hour	\$/Hour	\$/Hour
Critical Care Medical Officer - Full-time/Part-time CCMO1	114.24	118.8096	122.3739
Critical Care Medical Officer - Casual CCMOC	140.52	146.1408	150.5251
Critical Care Medical Officers - Locum CCMOL	140.52	146.1408	150.5251

S3 Schedule 3 – Resident Medical Officer (RMO) Terms and Conditions

S3.1 Basis of Employment

S3.1.1 Full Time

S3.1.1.1 A full time RMO is an RMO who is engaged to work an average of 38 hours per week.

S3.1.2 Termination of employment

S3.1.2.1 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of four (4) weeks' notice by either Mater or the RMO. In addition to this notice, Mater will provide RMOs over the age of 45 at the time of giving notice with not less than two (2) years continuous service, an additional weeks' notice.

S3.1.2.2 Mater may make payment in lieu of the notice if Mater requires that part or all of the notice period is not required to be worked. In calculating any payment in lieu of notice, the payment will be based on hours the RMO would have worked during the period of notice.

S3.1.2.3 If an Employee who is at least 18 years of ages does not give the required notice under S3.1.2.1 Mater may, unless exceptional circumstances apply, and subject to legislative requirements, deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

S3.2 Public Holidays

S3.2.1.1 Work performed by a RMO on any day appointed under the Holidays Act 1983 (QLD) or any day appointed to be in the place of any such holiday will be paid at the rate of double time and one-half times the ordinary rate, with a minimum payment of four (4) hours except per clause S3.3.7 (Recall) of this Schedule. For the purpose of this clause "double time and a half means an additional 150% penalty payment for hours worked on a public holiday.

S3.2.1.2 All work done by an RMO on Easter Saturday and 25 December will be paid double time and a half times the ordinary rate, with a minimum payment of four (4) hours except as per clause S3.3.7 (Recall) of this Schedule. For the purpose of this clause "double time and a half means an additional 150% penalty payment for hours worked on a public holiday.

S3.2.1.3 A RMO (other than a casual RMO), who would ordinarily be required to work on a day on which any public holiday falls, but who is not required to work is entitled to full pay for the time the Medical Officer would ordinarily have been required to perform work on that day.

S3.3 Hours of Work

S3.3.1 Standard Hours

S3.3.1.1 The standard hours for an RMO is thirty-eight (38) hours per week, consisting of thirty-eight (38) ordinary hours.

S3.3.1.2 The ordinary hours of work may be performed on one of the following bases, most suitable to the particular work location, after consultation with, and giving reasonable consideration to the RMO concerned:

- a. By working 7.6 continuous ordinary hours (excluding the meal break) each day;
- b. By working less than 7.6 continuous ordinary hours (excluding the meal break) each day on one (1) or more days each work cycle;
or
- c. By working more than 7.6 continuous ordinary hours (excluding the meal break) and rostering RMOs off on various days of the week during a particular work cycle, so that each RMO has one (1) workday off during the cycle.

S3.3.1.3 Provided there is written agreement between Mater and the RMO concerned, the ordinary hours of work on any one day may be up to a maximum of 12.5 hours, inclusive of the meal break.

S3.3.1.4 All ordinary time worked in excess of ten (10) hours in any one shift will be paid at the applicable overtime rates for that day (excepting Career Medical Officers and Critical Care Medical Officers).

S3.3.2 Averaging Arrangements

S3.3.2.1 The thirty-eight (38) ordinary hours of work of RMOs can be averaged over a period of up to six (6) months, where agreed in advance in writing between Mater and the RMO. This agreement will be known as an Averaging Arrangement.

S3.3.2.2 For clarity, only hours worked in excess of the ordinary hours contained in the Averaging Arrangement, will be paid as overtime in accordance with clause 5.5.1 (Overtime) of this Agreement.

S3.3.3 Shift Penalties

S3.3.3.1 Penalty rates for afternoon shift, night shift and weekends will be paid where the shift meets the following definitions, except for public holidays where payment is provided for in clause S3.2 (Public Holidays) of this Schedule:

Shift	Definition	Penalty or Allowance
Afternoon	Means any shift worked Monday to Friday commencing on/after 12:00 and finishing on/after 19:00.	15% penalty paid for the entire shift.
Night	Means any shift worked Monday to Friday commencing on/after 18:00 and finishing on/before 08:00 the following day.	15% penalty paid for the entire shift.
Saturday	Means any shift worked from midnight Friday and Midnight Saturday	50% penalty paid on hours worked within these hours.
Sunday	Means any shift worked from midnight Saturday and Midnight Sunday.	100% penalty paid on hours worked within these hours.

S3.3.4 Rosters

- S3.3.4.1 Where practicable, RMOs should not be rostered either on weekends or be on-call, immediately prior to or after annual leave.
- S3.3.4.2 The following provisions apply with respect to rosters for Resident Medical Officers:
- S3.3.4.3 No rostered shift will be less than four (4) hours in length on any day;
- S3.3.4.4 No broken or split shifts will be worked;
- S3.3.4.5 At least two (2) weeks' notice of rosters will be provided; and
- S3.3.4.6 A RMO is entitled to four rostered days off in any 14-day period, two of which must be on consecutive days. For the purposes of the remaining two days off, two half-days of 4 hours each shall equal one whole day
- S3.3.4.7 If an RMO is scheduled for three or more consecutive night or evening shifts, they are entitled to 48 hours free from duty. However, if the RMO has been rostered for, and worked, seven consecutive shifts, they will have 96 hours free from duty.
- S3.3.4.8 Mater will give prompt and genuine consideration to matters raised about the roster by the relevant RMO.
- S3.3.4.9 Any proposed changes to the method of working the thirty-eight (38) hour week will be in accordance with clause 1.12 (Consultation) of this Agreement.
- S3.3.4.10 Notwithstanding any other provision in this clause, where the provision of service can support a roster whereby the arrangement of ordinary hours of work provides for an Accrued Day Off (ADO), or through an Averaging Arrangement, RMOs may bank up to a maximum of six (6) ADOs. ADOs must be taken within twelve (12) calendar months of the date on which the first ADO was accrued.
- S3.3.4.11 Any ADO time not taken within 12 months of accrual, will be automatically paid to the employee at the relevant rate.
- S3.3.4.12 RMOs are not to be rostered to work overtime on an Accrued Day Off unless this has been agreed with the individual RMO. However, where an RMO is rostered to work overtime or recalled to work due to emergent circumstances, they will be paid at the relevant overtime rates for all work performed on an Accrued Day Off.
- S3.3.4.13 Where, as at the date of termination of service, an RMO has an accumulated ADO balance the RMO will be paid for the time so accrued at the RMO's ordinary rate of pay.

S3.3.5 **Overtime**

S3.3.5.1 An RMO performing additional hours of duty in excess of the standard hours specified in clause of this Schedule will be, subject to the relevant Executive Director or their delegate's approval, paid for such excess duty hours as per clause 5.5.1 of this Agreement.

S3.3.6 **On Call**

S3.3.6.1 Remote on Call

"Remote on Call" is the availability of an RMO to be on duty within thirty (30) minutes of being recalled.

S3.3.6.2 Where an RMO is instructed to hold themselves available on "Remote on call" outside ordinary or rostered working hours, they will be paid a rate equivalent to 8% of the wage classification level four (L4 – Schedule 3 – Wage Rates) hourly pay rate for each hour on call.

S3.3.6.3 Airway Emergency on Call

"Airway Emergency on Call" is the availability of a Registrar to be on duty within ten (10) minutes of being recalled to assist with airway emergencies.

S3.3.6.4 Where a Registrar is placed on Airway Emergency on-call, they will be paid a rate equivalent to:

- a. Monday to Saturday: \$15 per hour for each hour on-call
- b. Sunday: \$22.50 per hour for each hour on call

S3.3.7 **Recall**

S3.3.7.1 If an RMO is on call in accordance with clauses S3.3.6.1 (Remote on Call) 2 or S3.3.6.3 (Airway Emergency on Call) of this Schedule and is recalled to perform duty on a Monday to Friday, they will be paid for the time worked to be calculated as from home and back to home with a minimum payment of two (2) hours at the prescribed overtime rate.

S3.3.7.2 An RMO recalled on Saturday or Sunday or Public Holidays will be paid for the time worked at the appropriate overtime rate with a minimum of two (2) hours or at their option be granted time off equivalent to the number of hours worked, with a minimum of two (2) hours. This time is to be calculated as from home and back to home.

S3.3.7.3 For the sake of clarity, if an RMO is required to again perform duties within that two (2) hour period, no further minimum payment will apply.

S3.3.7.4 An RMO, due to having already worked additional hours and having become entitled to the payment of overtime at double time and then is subsequently recalled before their next rostered shift, will be paid at double time for a minimum of two (2) hours or the duration of the recall, whichever is greater. Notwithstanding, such periods may occur after midnight.

S3.3.7.5 Any recall payable will be in addition to the on-call allowance.

S3.3.7.6 Where an RMO (whether on call or not) is recalled to perform work to provide a clinical service during an off period, the Medical Officer may be provided with transport to and from home or will be refunded the cost of the transport.

S3.4 Breaks and Meal Allowance

S3.4.1 Meal break

S3.4.1.1 RMOs will be entitled to have an unpaid meal break clear of work commitments. Where meal breaks cannot be accessed, RMOs will be paid at the applicable overtime rate for that time, for a period of thirty (30) minutes.

S3.4.1.2 Mater will facilitate access to meal breaks; however, RMOs are expected to make a reasonable effort to access such breaks, and this may require them to arrange appropriate clinical coverage as required.

S3.4.2 **Meal Allowances**

S3.4.2.1 An RMO who is called upon to work unrostered overtime and the shift is in excess of twelve (12) continuous hours, will be paid a meal allowance of \$9.60. In the event Mater is able to provide the Medical Officer with a meal, they will receive such meal free of charge in lieu of the meal allowance.

S3.4.3 **Tea Breaks**

S3.4.3.1 RMOs who work in excess of five (5) hours may access a paid ten (10) minute tea break for each period of four (4) hours worked provided any such break does not impact upon the provision of services. Where an employee works at least eight (8) hours on a day and where agreed with Mater, such breaks may be combined as one (1) twenty (20) minute tea break.

S3.5 **Classification Structure, Appointments, Increments and Progression**

S3.5.1 **Classification Definitions**

S3.5.1.1 The following definitions apply with respect to classifications of RMOs under this Agreement:

S3.5.1.2 **Intern** means a medical practitioner who has a postgraduate medical qualification but does not have a full license to practice medicine unsupervised. This year of conditional registration is known as an intern year.

S3.5.1.3 **Junior House Officer** means a medical practitioner in their second year of service after receiving eligibility for full registration as a medical practitioner.

S3.5.1.4 **Senior House Officer** means a medical practitioner appointed as such in their third year of service after receiving eligibility for full registration as a medical practitioner and who has not been appointed as a Registrar or Principal House Officer.

S3.5.1.5 **Principal House Officer** means a medical practitioner appointed as such who is not undertaking an accredited course of study leading to a higher medical qualification.

S3.5.1.6 **Registrar** means a medical practitioner appointed as such who is undertaking an accredited course of study leading to a higher medical qualification.

S3.5.1.7 **Senior Registrar** means a medical practitioner appointed as such who has specialist registration with the Medical Board of Australia.

S3.5.2 **Classification structure**

S3.5.2.1 A newly appointed RMO shall be placed at a point within the relevant salary range according to their years of relevant experience.

S3.5.2.2 An RMO shall progress through the salary range by annual increments on the anniversary of their commencement date in that role, subject to satisfactorily meeting the required performance standards and passing the exams (where relevant) at each level. Part-time Medical Officers will progress once they have completed the equivalent of 12 months full-time continuous service (1976 ordinary hours) as well as meeting the required performance standards and passing the relevant exams at each level.

S3.5.2.3 Classification structure and wage point:

	Classification	Level/s	Known As
(a)	Intern	1	RMO1 or PGY1
(b)	Junior House Officer	2	RMO2 or PGY2
(c)	Senior House Officer	3	RMO3 or PGY3
(d)	Principal House Officer	4-7 inclusive	PHO1 to PHO4
(e)	Registrar	4-9 inclusive	REG1 to REG6
(f)	Senior Registrar	10-13 inclusive	SREG1 to SREG4

S3.5.3 Higher Duties

S3.5.3.1 A Junior House Officer or Senior House Officer who is required to act in the position of Principal House Officer for periods of more than three (3) days shall be entitled to be paid at the first-year rate for a Principal House Officer and receive remuneration for on call and recall while acting in the position of Principal House Officer.

S3.5.3.2 An RMO, other than an RMO described in s3.5.3.1, who temporarily occupies a position which is attached to a higher classification for periods of more than three (3) days, shall be paid not less than the difference between their current salary and the minimum salary attaching to the position that they are temporarily occupying.

S3.5.3.3 RMOs are encouraged to discuss with their Clinical Director in the first instance, or their Executive Director or their delegate, if necessary, any reasonable concerns they may have in relation to being placed in a role beyond their current level of professional capability.

S3.6 Leave

S3.6.1 Parental Leave

S3.6.1.1 Mater supports RMOs during their pregnancy and offers paid parental leave, unpaid parental leave and flexible rostering to accommodate pregnancy-related appointments. Mater's Parental Leave Procedure, as amended by Mater from time to time, provides further information with respect to the entitlements and support provided to Medical Officers.

S3.6.1.2 Eligibility, notice requirements and other related information is detailed in the Act and Mater's Policy as amended by Mater from time to time.

S3.6.2 Paid Maternity and Adoption Leave

S3.6.2.1 In accordance with Mater Policy, eligible Employees (Full-time and Part-time RMOs who have completed twelve (12) months' continuous service with Mater at the expected date of birth, or (in the case of adoption, the day of placement or expected date of placement of the child) will be entitled to paid maternity leave (pro rata for part-time employees) as follows:

- a. Fourteen (14) weeks of paid maternity leave, and
- b. Fourteen (14) weeks of paid adoption leave for the primary carer of the adopted child.

S3.6.2.2 In determining eligibility for paid maternity and adoption leave, RMOs who have completed service with the Department of Health immediately prior to commencing employment with Mater will have their service recognised to ensure they are not disadvantaged.

S3.6.2.3 Leave may be taken at half pay for double the period of time by the employee agreeing that for the duration of the leave, their current ordinary hours will be deemed to be halved and leave will accrue accordingly.

S3.6.3 Annual Leave

S3.6.3.1 All full time RMOs are entitled to five (5) weeks of annual leave each year.

S3.6.3.2 Part time RMOs are entitled to a pro-rata amount.

S3.6.3.3 A full time RMO who meets the definition of a Shift Worker is entitled to an additional week of annual leave per year. Part time Medical Officers who meet the definition of Shift Worker will be entitled to a pro-rata number of additional hours of annual leave per year. Annual leave for all Medical Officers who meet the definition of a Shift Worker will accrue on a pro-rata basis whilst they are performing a rotation in a service that operates on a 24/7 basis.

S3.6.3.4 Through mutual agreement, an RMO will be allowed to take annual leave prior to the leave having accrued provided that the leave will be taken at the convenience of Mater during the year in which it accrues. An RMO, who has been permitted to take unaccrued annual leave and who ceases duty or whose employment is terminated before completing the required continuous service to accrue such leave, agrees:

- a. to refund the value of the unearned pro-rata portion calculated at the rate of salary as at the date the leave was taken; and
- b. that Mater may, following notification to the Medical Officer, deduct this amount from money due to the Medical Officer at the time of termination

S3.6.3.5 Annual leave will be calculated as follows:

S3.6.3.6 Non-Shift Workers:

Package	Details
Non-Shift Workers Annual Leave Package	5- week's Annual Leave Annual Leave loading on 4 weeks (17.5%)
Payment and Leave Loading	The RMOs ordinary wage rate as prescribed by the Agreement for the period of annual leave on 17.5% for 4-weeks.

S3.6.3.7 Shift workers:

Package	Details
Shift Workers Annual Leave Package	6 Weeks Annual Leave Annual Leave Loading on 5 weeks (27.5%)
Payment and leave loading	The Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of annual leave and 27.5% for 5 weeks.

S3.6.4 **Annual Leave – Cashing Out**

S3.6.4.1 Mater is committed to ensuring that all RMOs access their accrued leave for rest and recreation away from the workplace each year.

S3.6.4.2 A RMO may cash out an entitlement to annual leave provided that:

- a. each request is made in writing;
- b. the Medical Officer maintains a balance of at least four (4) weeks annual leave after cashing out the leave; and
- c. the employee has taken at least two (2) weeks of annual leave in the twelve (12) month period immediately prior to making a request.

S3.7 Clinical Support Time

S3.7.1.1 Clinical support time is time for activities that are not directly related to individual patient care. This includes most aspects of the teaching, research, clinical governance, clinical audit and quality improvement activities.

S3.7.1.2 Mater recognises the mutual advantages of involving RMOs in these activities and endorses their participation during regular working hours, as directed and planned by the Clinical Director.

S3.7.1.3 Clinical support activities will be undertaken at the usual place of work unless approved by the Clinical Director.

S3.8 Professional Support

S3.8.1.1 This clause will not apply to RMOs who are:

- a. Interns; or
- b. receiving the Vocational Training Subsidy in clause S3.8.2 (Vocational Training Subsidy).

S3.8.1.2 Eligible RMOs may apply to their director for professional support up to the value of \$1500.00 per annum (pro rata for part-time Medical Officers and those Medical Officers who are employed for less than 12 months on fixed-term arrangements). This initiative is to support doctors in training to meet the costs associated with their profession at Mater and can be used to claim professional fees or for development activities or materials.

S3.8.1.3 Eligible RMOs will be required to:

- a. provide evidence of the completion of organisation role compliance requirements to their director when seeking reimbursement for professional support and
- b. submit a tax invoice.

S3.8.1.4 It is the RMOs' responsibility to seek reimbursement a minimum of 30 days prior to their known end date of employment. If reimbursement is not sought by this time, any reimbursement paid is at the discretion of Mater.

S3.8.2 Vocational Training Subsidy

S3.8.2.1 All RMOs who confirm their acceptance and remain in a vocational training program will be entitled to the payment of a Vocational Training Subsidy as provided for in the below table:

	Upon commencement of this agreement	First full pay cycle on or after 1 July 2024
Vocational Training Subsidy	\$4,274	\$4,402

S3.8.2.2 Part-time RMOs will receive a pro-rata amount of the Vocational Training Subsidy.

S3.8.2.3 The subsidy will be paid as a fortnightly allowance, which will be paid in the first pay period following the RMO commencing the training program provided that the Medical Officer makes formal application for the subsidy and supplies Mater with satisfactory evidence of their acceptance as a vocational trainee with one of the specialty colleges.

S3.8.2.4 Where a RMO ceases to participate in a vocational training program they are required to advise Mater in writing of their change in status within seven (7) days of ceasing to be a vocational trainee. All overpayments made as a result of non-compliance with this clause will be fully recoverable by Mater in accordance with Mater Policy.

S3.8.2.5 The subsidy is paid in recognition of the high cost of college membership, exam, and course fees necessary to complete vocational training requirements in various specialty areas.

S3.8.2.6 For the sake of clarity, an RMO is only eligible to claim either the Professional Support or the Vocational Training subsidy at any one point in time, not both.

S3.8.3 Professional Development Allowance for other RMOs

S3.8.3.1 All RMOs, other than interns and those RMOs in receipt of the Vocational Training Subsidy in accordance with clause 8.5.1, will be entitled to a payment in accordance with the below table:

	Upon commencement of this agreement	First full pay cycle on or after 1 July 2024
Professional Development Allowance (RMO)	\$2,536	\$2,640

S3.8.4 Professional Development Leave

S3.8.4.1 All RMOs, other than Interns (RMO1 or PGY1), will be entitled to accrue 60.8 hours of Professional Development Leave (PDL) per year in addition to existing exam leave entitlements. Part-time Medical Officers will receive a pro rata amount.

S3.8.4.2 This PDL may be accumulated for a maximum period of up to two (2) years, as long as the Medical Officer remains in continuous employment with Mater as a Medical Officer.

S3.8.4.3 An RMO is able to access their PDL accrual in two ways:

- a. For professional development activities that are to occur during ordinary working hours, a Medical Officer will apply in advance via a PDL application.
- b. RMOs can undertake approved professional development activities outside ordinary working hours. RMOs are required to submit documentation in relation to the professional development activities they undertake outside their ordinary working hours along with a PDL application.

S3.8.4.4 Where PDL is requested to be taken during a RMO's ordinary hours of work, approval shall be granted provided satisfactory arrangements can be made for services to continue to be carried out where necessary.

S3.8.4.5 All PDL will be utilised to undertake relevant professional development activities as discussed and approved by the Medical Officer's Medical Director or delegate.

S3.8.4.6 In the event that a Senior Medical Officer with a specialist qualification is employed as a RMO by Mater, following the end of their contract as a Senior Medical Officer at Mater, accrued professional development leave balances will continue to be available to the Medical Officer in their RMO role. This clause is subject to the limitations upon accruals for RMOs, meaning their professional leave balance will not exceed 121.6 hours which is the two-year accrual.

S3.8.5 Access to Training Courses

S3.8.5.1 Interns will be provided with reasonable access to Mater required courses that will enable safe clinical practice, at no cost to the Intern, during ordinary working hours as they have no entitlement to professional development leave under this Agreement.

S3.8.5.2 RMOs, other than Interns will be provided with reasonable access to Mater required courses that will enable safe clinical practice, at no cost to the Medical Officer, during ordinary working hours where it is necessary to carry out the duties required by Mater.

S3.8.6 Examination Leave

S3.8.6.1 Where an RMO sits for an examination for approved additional qualifications, the Medical Officer will be allowed such leave on full pay as is reasonable and necessary.

S3.8.6.2 An RMO will be permitted leave on full pay for each day of an approved examination plus three days. These days may be taken up to 2 weeks prior to, or following, the examination or a combination of both.

S3.8.6.3 Additional leave as is necessary may be granted at the discretion of Mater to travel to and from the centre where the examination is being held.

S3.8.6.4 The granting of all leave under this clause may not be unreasonably withheld by Mater.

S3.9 Fatigue Management

S3.9.1.1 Mater and RMOs recognise that fatigue management is critical to safe work practices. A contemporary approach in addition to the fatigue provisions outlined in Part 11 (Fatigue Related Matters) below will be developed which confirms that Mater and RMOs must work together to ensure:

- a. All RMOs are safe from fatigue hazards while at work;
- b. When a RMO is fatigued, they will have access to facilities where they can rest;
- c. Patients will receive safe health care at Mater.

S3.9.1.2 It is expected that this approach will address these principles and provide a framework that will apply at Mater. Work on a draft of this approach will commence by the nominal expiry date of this Agreement.

S3.9.1.3 Further, it is expected that at the local departmental level, a risk assessment will be undertaken, and a pre-arranged process will be implemented to manage fatigue where required.

S3.9.1.4 Mater will, on a half-yearly basis provide an overview of overtime hours worked by RMOs to the Mater Medical Consultative Committee.

S3.9.2 **Maximum Hours of Duty for RMOs**

S3.9.2.1 Mater and RMOs recognise that fatigue management is critical to safe work practices. A contemporary approach in addition to the fatigue provisions outlined in Part 11 (Fatigue Related Matters) below will be developed which confirms that Mater and RMOs must work together to ensure:

- a. All RMOs are safe from fatigue hazards while at work; and
- b. When a RMO is fatigued, they will have access to facilities where they can rest;

S3.9.3 **Breaks Between Shifts**

S3.9.3.1 An RMO will be provided with ten (10) consecutive hours off duty between the completion of duty on one (1) shift and the commencement of duty on the following shift.

S3.9.3.2 Eight (8) hours is substituted for ten (10) hours:

- a. for the purpose of changing shift rosters in the case of shift workers; or
- b. in any other case as agreed in writing between Mater and the RMO concerned.

S3.9.4 **Fatigue Payment**

S3.9.5 Where a RMO is required to work overtime immediately after one shift so that there is not ten (10) consecutive hours off between the completion of the overtime and the commencement of the following shift, the RMO will be:

- a. released from duty on the following shift until ten (10) consecutive hours off duty occurs; and
- b. paid for all ordinary rostered hours occurring during such release from duty.

S3.9.5.2 If, on the instructions of the RMO's Manager, the Medical Officer resumes or continues work without having had ten (10) consecutive hours off duty, the RMO must be paid an additional 100% until released from duty for such period and will then be entitled to be absent until ten (10) consecutive hours off duty have occurred without loss of pay for all ordinary working time occurring during such absence.

S3.9.5.3 For RMOs who are rostered to perform on call, fatigue leave, or fatigue payment will only apply where a RMO has actually worked in excess of two (2) hours of recall (including travelling time). For clarity, this clause only applies for the time where work is physically performed by the RMO.

S3.10 Primary place of work

S3.10.1.1 An RMO's primary place of work will generally be Mater's South Brisbane campus. However, it is acknowledged by the Parties that a Medical Officer may be required from time to time to travel to another Mater facility in order to undertake duties associated with their role. Where this is the case, the secondary site will be located within the same RA-1 zone as Mater's South Brisbane campus (that is, the "Major Cities" classification under the Australian Government's Department of Health's ASGC Remoteness Areas zoning) and clause S3.11.1.1 will apply.

S3.10.1.2 The primary place of work may be other than at Mater's South Brisbane campus where it has been agreed to in writing between Mater and the RMO concerned.

S3.11 Travelling and Relieving Expenses

S3.11.1.1 An eligible Medical Officer who is required to travel on official duty or to take up duty away from the Medical Officer's primary place of work, is allowed to claim for actual and reasonable expenses for accommodation, meals, transport, parking, and incidental expenses necessarily incurred by the Medical Officer while conducting Mater related business.

S3.11.1.2 The provisions of S3.11.1.1 of this Schedule will only apply where the RMO is required to travel a distance which is further than they would ordinarily travel from their place of residence to their primary place of work.

S3.11.1.3 An RMO must ensure that all personal expenses incurred while travelling on Mater related business (for example, for private meals, mini bar, personal telephone calls, entertainment) are settled personally.

S3.12 Excess Travelling Time

S3.12.1.1 At the discretion of Mater, an RMO who is required to travel away from Mater on official business at times outside of their rostered hours of duty, will be paid for that time at the appropriate hourly rate or by agreement provided with time off in lieu (calculated to the nearest fifteen (15) minutes).

S3.12.1.2 The provisions of S3.12.1.1 of this Schedule will only apply where the RMO is required to travel a distance which is further than they would ordinarily travel from their place of residence to their primary place of work.

S3.13 Wages and related matters

S3.13.1.1 Wages will be paid fortnightly by electronic transfer provided that payment by any other means will be at the discretion of Mater.

S3.13.2 Wage table – RMO

S3.13.2.1 Wages in the table below will be effective in the first full pay cycle on or after the date indicated:

Resident Medical Officer (RMO)							
Description		01/07/2022		1/07/2023		1/07/2024	
		\$/Hour	\$/Annum	\$/Hour	\$/Annum	\$/Hour	\$/Annum
Resident Medical Officer Lvl 1	RMO1	42.4402	84,150	44.1378	87,515	45.4619	90,140
Resident Medical Officer Lvl 2	RMO2	45.9790	91,167	47.8182	94,812	49.2527	97,656
Resident Medical Officer Lvl 3	RMO3	49.5150	98,178	51.4956	102,104	53.0405	105,167
Registrar and PHO Lvl 1	REG1	61.0097	120,969	63.4501	125,807	65.3536	129,581
Registrar and PHO Lvl 2	REG2	62.7764	124,472	65.2875	129,450	67.2461	133,333
Registrar and PHO Lvl 3	REG3	64.5430	127,975	67.1247	133,092	69.1384	137,085
Registrar and PHO Lvl 4	REG4	67.1991	133,241	69.8871	138,570	71.9837	142,727
Registrar Lvl 5	REG5	68.9657	136,744	71.7243	142,212	73.8760	146,479
Registrar Lvl 6	REG6	70.7364	140,255	73.5659	145,864	75.7729	150,240
Senior Registrar Lvl 1	SREG1	77.8071	154,275	80.9194	160,444	83.3470	165,257
Senior Registrar Lvl 2	SREG2	80.4619	159,539	83.6804	165,918	86.1908	170,896
Senior Registrar Lvl 3	SREG3	83.1124	164,794	86.4369	171,384	89.0300	176,525
Senior Registrar Lvl 4	SREG4	85.7399	170,004	89.1695	176,802	91.8446	182,106

S4 Schedule 4 – Senior Medical Officer (SMO) Terms and Conditions

S4.1 Basis of Employment

S4.1.1 Full time

S4.1.1.1 A full time SMO is an SMO who is engaged to work forty (40) hours per week. These are referred to as Standard Hours.

S4.1.2 Part time

S4.1.2.1 The span of Standard Hours will be the same as those for a full time SMO.

S4.1.3 Termination of Employment

S4.1.3.1 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of three (3) calendar months' notice by either the SMO or Mater or by the forfeiture or payment of three (3) months' salary provided that the SMO and Mater agree to the lesser period of notice.

S4.1.3.2 Mater may make payment in lieu of the notice if Mater requires that part or all of the notice period is not required to be worked. In calculating any payment in lieu of notice, the payment will be based on hours the SMO would have worked during the period of notice.

S4.2 Classification Structure, Appointments, Increments and Progression

S4.2.1.1 The classification structure, salaries and salary ranges shall apply as follows:

	Classification	Level/s	Known As
(a)	Senior Medical Officer General Practitioner	13-14 inclusive	C1-1 to C1-2
(b)	Senior Medical Officer General Practitioner with FRACGP	13-17 inclusive	C1-1 to C1-5
(c)	Staff Specialist	18-24 inclusive	MO1-1 to MO1-7
(d)	Staff Specialist – Senior Status	25-27 inclusive	MO2-1 to MO2-3
(e)	Staff Specialist – Eminent Status	28	MO3-1
(f)	Staff Specialist – Pre-Eminent Status	29	MO4-1

S4.2.1.2 A newly employed Senior Medical Officer shall be placed at a point within the relevant salary range according to their years of relevant experience in that capacity. Such placement will be based on the requirements of Mater.

S4.2.1.3 In the case of clause S4.2.1.1 (a), a Senior Medical Officer shall not be entitled to receive an increase in salary by way of movement between Levels 13 and 14 until the Senior Medical Officer has been in receipt of such salary for a period of five (5) years.

S4.2.1.4 In the case of clauses S4.2.1.1 (b) and (c), a Senior Medical Officer shall progress through the salary range by annual increments on their anniversary date, provided that the Senior Medical Officer has received a satisfactory performance review.

S4.2.1.5 In the case of clauses S4.2.1.1 (d), Senior Medical Officers who are eligible may apply for a promotion to a Staff Specialist – Senior Status. An eligible Senior Medical Officer will:

- a. have been employed by Mater to work regular shifts for a minimum of 12 months at Level 24; and
- b. have been eligible for specialist registration for at least seven (7) years; and
- c. have received satisfactory performance reviews, including confirmation of consistent values aligned behaviour for at least two (2) years.

S4.2.1.6 The criterion for consideration of advancement to Staff Specialist – Senior Status is governed by Mater Policy.

S4.3 Leave

S4.3.1 Ceremonial Leave

S4.3.1.1 An SMO who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes may apply to take up to 10 days unpaid leave in any one year, subject to Mater's approval.

S4.3.1.2 In considering a request to access ceremonial leave, Mater must consider the following:

- a. Mater's capacity to reorganise work arrangements to accommodate the request; and
- b. the impact of the SMO's absence on the delivery of customer service; and

c. the SMO's circumstances.

S4.3.1.3 The SMO must give Mater:

- a. reasonable notice of the intention to take ceremonial leave before taking the leave; and
- b. the reason for taking the leave; and
- c. the period that the Senior Medical Officer estimates they will be absent.

S4.3.2 **Examination Leave**

S4.3.2.1 Where an SMO sits for an examination for approved additional qualifications, the Senior Medical Officer will be allowed such leave on full pay as is reasonable and necessary.

S4.3.2.2 An SMO will always be allowed leave on full pay for each day of an approved examination plus one day prior to the examination.

S4.3.2.3 Additional leave as is necessary may be granted at the discretion of Mater to travel to and from the centre where the examination is being held.

S4.3.3 **Additional Annual Leave for Performance of On-call**

S4.3.3.1 Where an SMO is instructed to hold themselves available to be on call outside Standard Hours or rostered working hours and performs this for at least forty-five (45) instances in a twelve (12) month period from 1 July to 30 June (pro rata for part time SMOs), the SMO will receive one (1) week's additional annual leave (pro rata for part time SMOs).

S4.3.3.2 This extra leave will be accrued retrospectively at the end of the twelve (12) month period.

S4.3.3.3 This extra leave does not attract leave loading.

S4.3.3.4 For the avoidance of doubt, an SMO can only be rostered for one (1) instance of on-call per 24-hour period.

S4.3.3.5 If the SMO also meets the definition of a Shift Worker and qualifies for the additional week for on-call as per S4.3.3 of this Schedule, the SMO will not be entitled to receive any more than five (5) weeks' annual leave in total.

S4.3.3.6 Annual leave payments are calculated as follows:

Senior Medical Officers who meet on-call requirements in clause S4.3.3.1:

Package	Details
On-Call Annual Leave Package	5 Weeks Annual Leave. Annual Leave Loading on 4 weeks 17.5%
Payment	The Senior Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17.5% for 4 weeks.

S4.4 Hours of Work and Overtime

S4.4.1 Standard hours

S4.4.1.1 The standard hours for SMOs will be made up of forty (40) hours per week and are referred to in this Agreement as Standard Hours.

S4.4.1.2 Standard Hours for an SMO constitutes thirty-eight (38) hours (ordinary hours) and two (2) additional hours which are agreed by the Parties to be reasonable additional hours for the purpose of the NES.

S4.4.2 Pattern of hours

S4.4.2.1 SMOs can agree to work:

- a. eight (8) continuous Standard Hours (excluding the meal break) each day; or
- b. less than eight (8) Standard Hours (excluding the meal break) each day on one or more days each work cycle; or
- c. more than eight (8) continuous Standard Hours (excluding the meal break) and rostering SMOs off on various days of the week during a particular work cycle, so that each SMO has additional days off during the cycle; or
- d. provided there is written agreement between Mater and the SMO concerned the Standard Hours may exceed 8 on any one day up to a maximum of 12 hours (exclusive of the meal break). Where there is an operational requirement for the SMO to receive a paid meal break in accordance with S4.9.3 (Paid meal break) of this Schedule the maximum hours of work will be 12 hours (inclusive of the meal break).

S4.4.3 **Shift Penalties**

S4.4.3.1 Penalty rates for afternoon, night and weekends will be paid where the shift meets the following definitions, except for public holidays where payment is provided for in clause 4.15 (Public Holidays) of this Agreement.

Shift	Definition	Penalty
Afternoon	Means any shift worked Monday to Friday, commencing on/or after 12:00 with the majority of the work performed after 16:00.	15% penalty paid for the entire shift.
Night	Means any shift worked Monday to Friday commencing on/or after 18:00 or before 07:00 the following day, the majority of which is worked before 07:00.	15% penalty paid for the entire shift.
Saturday	All ordinary time worked between midnight Friday and midnight Saturday.	50% penalty paid on hours worked within these hours.
Sunday	All ordinary time worked between midnight Saturday and midnight Sunday.	100% penalty paid on hours worked within these hours.

S4.4.4 **Overtime**

S4.4.4.1 All ordinary time worked in excess of ten (10) hours in any one shift will be paid at the applicable overtime rates for that day.

S4.4.4.2 An SMO performing additional hours of duty in excess of the Standard hours specified in clause S4.4.1 (Standard hours) of this Schedule will be, subject to the relevant Director or their delegate determining that payment is justified, paid for such excess duty hours as per clause 5.3.1 of this Agreement.

S4.4.5 **Averaging Arrangements**

S4.4.5.1 The Standard Hours of forty (40) hours a week may be averaged across a roster cycle of no more than eight (8) weeks were agreed in advance in writing between Mater and an SMO. This is known as an Averaging Arrangement.

S4.4.5.2 For clarity, only hours worked in excess of the Standard Hours contained in the Averaging Arrangement, will be paid as overtime in accordance with clause 5.3.1 of this Agreement.

S4.4.6 **Clinical Support Time**

- S4.4.6.1 Clinical support time is guaranteed time that is provided during Standard Hours for duties that are not directly related to individual patient care (such as most aspects of the teaching, research, clinical governance, administration and other work related activities undertaken by SMOs).
- S4.4.6.2 Mater acknowledges the need for providing clinical support time to SMOs who have a substantial appointment at Mater, in a way that compliments the operational requirements of the department/unit.
- S4.4.6.3 It is important that clinical support time address departmental needs and be determined in consultation with the respective Medical Leader of the Department. As such a minimum of 15% clinical support time will be available for each SMO employed for greater than 0.4 FTE, with allocation of clinical support time duties determined by the Clinical Director.
- S4.4.6.4 Requests for clinical support time to employees working less than 0.4FTE, or requests in excess of the 15% minimum for SMOs working 0.4FTE or greater, may be approved at the discretion of the Medical Leader of the department where it has been demonstrated that the activity is for the benefit of Mater. Allocation of additional clinical support time, and the expectations of how that time will be used, will be documented in the SMO's Performance Development Plan, and review reviewed annually by the Medical Leader of the department.
- S4.4.6.5 Clinical support activities will be undertaken at Mater, and could occur outside of clinical contact hours for SMOs working 10 hour or 12 hour days, or in a dedicated non-clinical session.
- S4.4.6.6 SMOs will not derive any additional income from the activities undertaken during clinical support time other than that provided by Mater.
- S4.4.6.7 The Parties acknowledge that clinical support time is not intended to be used as a fatigue mitigation strategy.

S4.4.7 **Extended Hours of Work**

- S4.4.7.1 Mater may consider the implementation of extended hours of work where it can be demonstrated there is a need to address service requirements based on patient demand or where the additional benefit to patients could be achieved. In such instances, consideration will be given to whether the arrangements are both safe and effective prior to any arrangements being implemented.
- S4.4.7.2 Under this clause "extended hours" means an SMO's Standard Hours may be extended until 22:00 on weekdays and from 07:00 - 22:00 on Saturday and Sunday. Such an arrangement will not negate the SMO's entitlement to any provisions under this Agreement.

S4.4.7.3 The process for implementing new extended hours arrangements or making significant and long-lasting amendments to existing extended hours arrangements will be in accordance with clause 1.12 (Consultation) of this Agreement and will include the following steps:

- a. Presenting all affected SMOs with a draft proposal for consultation that includes the following:
 - i. the rationale for the proposal;
 - ii. the type of work to be performed and the reasons for this;
 - iii. the number and mix of existing staff working in the affected area;
 - iv. implementation timeframes and mechanisms that provide a reasonable period of time for meaningful consultation with the relevant Senior Medical Officers;
 - v. the arrangements that will be implemented to ensure the maintenance of effective communication amongst SMOs within the work area and the SMOs' ability to participate in quality assurance and education activities;
 - vi. identification of fatigue-related risks and appropriate control measures;
 - vii. circumstances under which extended hours arrangements will be suspended and/or ceased e.g., significant loss of staff participating in the roster or significant increase in the distribution of afterhours work amongst affected SMOs; and
 - viii. any other relevant matters.
- b. All affected SMOs will be invited to participate in meaningful consultation, with Mater giving due consideration to any concerns and modifying the proposal where appropriate;
- c. As part of the consultation process, SMOs will be provided an opportunity to confirm their support or otherwise for the proposal. In the event that an SMO does not support the proposal, they will be asked to provide written reasons and to suggest an alternative proposal which Mater will then genuinely consider.
- d. The genuine intention of the consultation process is to reach a mutual agreement with affected SMOs regarding the implementation of the extended hours proposal, to deliver safe, patient-centred care. However, Mater will retain the right to make the final decision after having fully considered all relevant factors raised through the consultation process.

- e. All Parties will be notified in writing of the outcome of the consultation process. Should the outcome be such that there is to be an extension of hours, SMOs will be provided with a minimum of one month's notice, before implementation.

S4.4.7.4 For the sake clarity, this clause only applies to extending hours until 22:00 Monday to Sunday. Any extensions to Standard Hours beyond 22:00 will be via an Individual Flexibility Agreement between Mater and the affected SMO, in accordance with the clause 1.11 of this Agreement.

S4.5 Rosters

S4.5.1.1 Where practicable, SMOs should not be rostered on weekends or be on-call, immediately prior to or after leave.

S4.5.1.2 Any proposed changes to the method of working the forty (40) hour week will be in accordance with clause 1.12 (Consultation) of this Agreement. Mater will give prompt and genuine consideration to matters raised about the roster.

S4.6 On-call

S4.6.1 On-call allowance

S4.6.1.1 Where an SMO is instructed to be available on call outside Standard Hours or rostered working hours, the SMO will be paid a rate equivalent to 12% of the hourly pay rate for a salary level 24 for each hour on call.

S4.7 Recall

S4.7.1 Physical Recall

S4.7.1.1 An SMO who is on call and who is recalled to duty will be paid for the time worked at the applicable overtime rate for that particular day. The time is to be calculated from the time the SMO leaves their home until they return home with a minimum payment of two (2) hours.

S4.7.1.2 If the SMO is recalled to again perform duties within the minimum period, no further minimum payment will apply.

S4.7.1.3 An SMO, who performs sufficient recall so as to become entitled to the payment of double time, will continue to be paid at that rate for any subsequent periods of recall prior to the commencement of their next ordinary starting time, notwithstanding that such periods may occur after midnight.

S4.7.2 Digital Recall

S4.7.2.1 An SMO on call who is recalled to perform duty and who is able to perform that duty using appropriate (meaning suitable or right for a particular situation or occasion) digital resources without the need to leave their residence and/or without the need to return to the facility will be paid for time worked at 200% of the ordinary rate with a minimum period of thirty (30) minutes.

S4.7.2.2 An exception to this is any digital recall within the minimum period of thirty (30) minutes shall not be regarded as a separate digital recall.

S4.7.2.3 For the purpose of clarity, the digital recall includes, but is not limited to, work that requires access, review and creation of a record containing patient medical information, care or treatments received, test results, diagnoses, and or medication taken and includes clinical decision documentation.

S4.7.2.4 Review of information that would reasonably be conveyed effectively verbally by phone is not considered to be digital recall.

S4.8 Professional Development Support

S4.8.1 Professional development allowance

S4.8.1.1 SMOs will be paid a Professional Development Allowance (PDA) of \$21,500 per annum, which will be paid as a fortnightly allowance. Part time employees will receive a pro-rata amount.

S4.8.2 Professional Development Leave

S4.8.2.1 SMOs will accrue 3.6 weeks' Professional Development Leave (PDL) each year, for a maximum of three (3) years. Part time employees will receive a pro-rata amount.

S4.8.2.2 SMOs who have been employed since 10 November 2014 will accrue 3.6 weeks' Professional Development Leave (PDL) each year, for a maximum of four (4) years. Part time employees will receive a pro rata amount.

S4.8.2.3 Should an SMO covered by S4.8.2.1 of this Schedule, upon application, request to retain their PDL balance after three (3) years for a specific reason and this is clearly detailed in the requisite application, this will be considered on a case-by-case basis.

S4.8.2.4 An SMO is able to access their PDL accrual in two (2) ways:

- a. during their Standard Hours of work; and
- b. outside their Standard Hours of work.

S4.8.2.5 SMOs are required to submit documentation in relation to the professional development activities they undertake, whether it is during or outside their Standard Hours along with a leave application.

S4.8.2.6 Where PDL is requested to be taken during an SMO's Standard Hours of work, approval shall be granted provided satisfactory arrangements can be made for services to continue to be carried out where necessary.

S4.8.2.7 Following PDL, the Senior Medical Officer should discuss with the Medical Leader, their plan for how the PDL learning will be shared with the Department.

S4.8.2.8 All PDL will be utilised to undertake relevant professional development activities as discussed and approved by the SMO's Medical Leader.

S4.8.2.9 PDL Can also be used for activities such as:

- a. completing corporate required learning
- b. allocated essential learning
- c. working on or meeting about their performance development plan
- d. department education or improvements that follow PDL
- e. attendance at hospital craft group or M&M meetings
- f. activities that fulfil CPD requirements for their professional college.

S4.9 Breaks and Meal Allowances

S4.9.1 Paid rest pause

S4.9.1.1 All SMOs are entitled to paid rest pause as follows:

- a. One (1) 10-minute rest pause for an SMO who works six (6) ordinary hours or less in any day; or
- b. Two (2) separate 10-minute rest pauses for an SMO who works for more than six (6) ordinary hours in any one day.

S4.9.1.2 Rest pauses are to be taken, where possible, at a time so as to not unduly interfere with the provision of patient care.

S4.9.1.3 For shifts in excess of six (6) ordinary hours, the rest pauses must be taken separately where possible. However, with agreement between the employee and mater, rest pauses make be taken together to form one 20-minute break.

S4.9.2 Unpaid meal break

S4.9.2.1 SMOs will be entitled to have an unpaid meal break clear of work commitments. Where meal breaks cannot be accessed the SMO will be paid overtime, at the applicable rate for that particular day, for a period of thirty (30) minutes.

S4.9.2.2 Mater will facilitate access to meal breaks however; SMOs are expected to make a reasonable effort to access such breaks, and this may require them to arrange appropriate clinical coverage as required.

S4.9.3 Paid meal break

S4.9.3.1 If, due to operational requirements, an SMO is required to remain on the premises during an otherwise unpaid meal break, the SMO will instead receive a paid meal break at the SMO's ordinary rate of pay.

S4.9.4 Meal Allowance

S4.9.4.1 An SMO who is called upon to work un-rostered overtime and the shift is in excess of twelve (12) continuous hours, will be paid a meal allowance of \$9.60. In the event Mater is able to provide the SMO with a meal, they will receive such meal free of charge in lieu of the meal allowance.

S4.10 Attraction and Retention

S4.10.1 Rationale

S4.10.1.1 Mater is a private organisation that provides care to public-funded, private-funded, self-funded, and third party-funded patients across its facilities. It is necessary for Mater to remain agile in its ability to provide healthcare to all patients in a changing healthcare environment. Mater also needs to attract and retain the skills and experience of SMOs to work across Mater's facilities. With this aim, the allowances under S4.10.3 (General attraction and retention allowance), S4.10.4 (Regional attraction allowance), S4.10.5 (Rotating shift allowance) of this Schedule will apply.

S4.10.2 Previous understandings and agreements

S4.10.2.1 The attraction and retention allowances constitute the entire agreement between the employer and the SMOs and supersede:

- a. Supplementary Benefit (previously known as Right of Private Practice (ROPP) contracts)
- b. All other previous agreements, arrangements, allowances, above-award payments, on-call arrangements, understandings or representations in relation to how senior medical officers are attracted and retained above their base salary.

S4.10.3 **General attraction and retention allowance**

S4.10.3.1 The Attraction and Retention Allowance will be calculated as follows:

- a. For Specialist medical practitioners (excluding specialist general practitioners) an allowance of 50% of the base salary.
- b. For SMOs other than those in subclause S4.10.3.1 (a), an allowance of 35% of base salary.

S4.10.3.2 An SMO who has not signed and agreed to a Granted Private Practice Agreement with Mater, no allowance will apply.

S4.10.3.3 The Attraction and Retention Allowance will be paid as an all-purpose allowance, to be paid as ordinary time earnings for the purposes of superannuation, overtime, and penalties.

S4.10.3.4 To clarify, the Attraction and Retention allowance will be compounded, meaning it will be applied before any loadings or penalties are considered.

S4.10.3.5 Example of compounding, for information purposes only:

$$A\&R\ Base = Hourly\ Rate \times A\&R\%$$

$$A\&R\ Other = Total\ Penalty,\ Overtime\ and\ Recall \times A\&R\%$$

NB: Both the loading (penalty and/or overtime) will appear on an employees pay slip as separate items in accordance with Australian Taxation Legislation.

S4.10.4 **Regional attraction allowance**

S4.10.4.1 Amounts in clause S4.10.3.1 (a) and (b) will be increased by an additional 10% of the base salary for SMOs employed in Mater Townsville, Mackay, Rockhampton and Bundaberg.

S4.10.5 **Rotating shift allowance**

S4.10.5.1 Where an SMO works under a rostering arrangement that includes permanently working rostered evening shifts, night shifts and weekend shifts, an allowance of 25% of base salary is paid in addition to amounts in clause S4.10.3.1 (a) or (b).

S4.10.6 **Application of attraction and retention allowance**

S4.10.6.1 The allowances in clause S4.10.3 are only payable to SMOs who meet the criteria outlined in the respective subclauses, and do not apply to casual staff, Fellows, Registrars or Resident medical staff.

S4.10.6.2 In receiving Allowances as per clause 4.9.3.1, SMOs will be required to provide care to public-funded, private-funded, self-funded, or third party-funded patients, as directed by the employer:

S4.10.6.3 This includes SMOs seeing private patients either as inpatients or outpatients during their hours of work and performing professional services such as procedures, consultations and diagnostic examinations as required;

S4.10.6.4 For purposes of this clause 'Hours of Work' means the hours during which the SMO is employed by Mater whether full-time or part-time and includes, normal rostered hours, extended hours, on-call, recall and overtime. 'Normal Working Hours' means 'Hours of Work', excluding on-call and recall.

S4.10.6.5 SMOs who have no ability to engage in direct private patient care (e.g. Directors of Medical Services, SMOs engaged in research, international medical graduates unable to obtain a provider number) must actively support the delivery of private practice where reasonable, and clinically appropriate;

S4.10.6.6 The SMO authorises the Mater and/or an entity appointed by Mater as their billing agent, to raise appropriate fees under the SMO's Medicare provider number (where eligible) in accordance with applicable scheme rules, the Medicare Benefits Schedule and Mater's Schedule of fees (as amended from time to time);

S4.10.6.7 The SMO must prepare and keep appropriate records in respect of Private Patients, including providing information required to enable the Billing Agency to render accounts to Private Patients;

S4.10.6.8 The employer will provide quarterly reports of billings against the SMO's Medicare provider number, or as requested by the SMO;

S4.10.6.9 The employer will indemnify the SMO in accordance with Mater Policy, irrespective of the patient's funding source;

S4.10.6.10 The employer will determine the private fees to be charged and be responsible for ensuring patient's informed financial consent.

S4.10.7 **Other arrangements**

S4.10.7.1 Mater's Executive Director of Health may approve negotiation of an Individual Flexibility Agreement (IFA) with the respective employee group in situations where a SMO employee group are required to:

- a. regularly travel to support another Mater facility beyond 50km from the primary place of work; or
- b. have extra-ordinary commitments to after-hours or on call work; or
- c. remain on campus when on call; or
- d. make a significant contribution to meeting public activity targets;
or
- e. make a significant contribution to growing private activity,

S4.10.7.2 The terms and conditions that can be varied under the IFA are as per the IFA clause at 1.11 (Flexibility Term) of this Agreement. The employee/employee group under the IFA will always be better off overall than if no arrangement was made. Mater may, in its discretion, further enhance the benefit to the employees in recognition of the factors outlined under clause S4.10.7.1.

S4.10.7.3 For clarity, IFA is the only instrument Mater will use in response to S4.10.7 (other arrangements).

S4.10.8 Other private work

S4.10.8.1 Mater SMOs may engage in their own private practice but must do so as independent contractors, in their own time, outside of their 'Normal Working Hours' (as defined at S4.10.6.4). They require their own insurance, informed financial consent and billing processes, back-up, and on-call arrangements in place for the care of their own private patients, as per relevant Mater By-Laws.

S4.10.8.2 Mater supports the undertaking of private practice and accepts that SMOs who also run a private practice may, on occasions, need to review their unwell private patient during employed time. However it is not permissible for SMOs to undertake routine ward rounds, consulting, or operating on their own private patients during their Normal Working Hours.

S4.10.8.3 SMOs in non-procedural specialties can be on call for their own private patients and rostered on call for Mater at the same time. SMOs in procedural specialties require the written approval of the General Manager of the Facility to be on call for their own private patients and rostered on call for Mater at the same time.

S4.10.8.4 Except where clinical priorities require otherwise, where any conflict arises between the SMO's duties to Private Patients and the SMO's duties to the Mater, the duties to the Mater will prevail.

S4.11 Primary place of work

S4.11.1.1 A SMO's primary place of work will be determined upon commencement. However, it is acknowledged by the Parties that Mater may request a Senior Medical Officer to work at locations other than the primary place of work.

S4.11.1.2 Mater will consult with the relevant SMO to discuss the opportunity and reasons required for working at other locations:

a. within 50km from their primary place of work; or

b. outside of 50km of their primary place of work with the intention of being able to come to a mutually acceptable arrangement.

S4.12 Travelling and Relieving Expenses

S4.12.1.1 A SMO who is required to travel on official duty more than 50km from the medical officer's primary place of work is allowed to claim for actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the SMO.

S4.12.1.2 A SMO who is required to travel and relieve at a facility greater than 100 km's from the primary place of work will be provided accommodation and travel by Mater. Additionally, the SMO will receive a temporary regional attraction allowance as per S4.10.4 (Regional attraction allowance).

S4.12.1.3 Where there is an organizational requirement for an employee group to deliver fly-in fly-out SMO support to a facility greater than 100km from the primary place of work:

- a. Mater will provide accommodation and travel; and
- b. Mater may enter into negotiation for an Individual Flexibility Arrangement with the employee group.

S4.13 Excess Travelling Time

S4.13.1.1 At the discretion of Mater, an SMO who is required to travel more than 50km away from Mater on official business at times outside their Standard Hours will be paid for that time at the appropriate hourly rate or by agreement, provided with time off in lieu.

S4.14 Fatigue Management

S4.14.1.1 Mater and SMOs recognise that fatigue management is critical to safe work practices. A contemporary approach will be developed which confirms that Mater and SMOs must work together to ensure:

- a. all SMOs are safe from fatigue hazards while at work;
- b. when an SMO is fatigued, they will have access to facilities where they can rest;
- c. patients will receive safe health care at Mater.

S4.14.1.2 It is expected that this approach will address these principles and provide a framework that will apply at Mater.

S4.14.1.3 Further, it is expected that at the local departmental level, a risk assessment will be undertaken, and a pre-arranged process will be implemented to manage fatigue where required.

S4.14.1.4 SMOs acknowledge their individual responsibility to report to the Director if they are fatigued.

S4.14.1.5 A Senior Medical Officer who works so much overtime or recall between the termination of their Standard Hours of work on one day and the commencement of their Standard Hours of work on the next day that they have not had a "fatigue break" of ten (10) hours will, subject to the relevant Director or their delegate making an assessment of Mater's ability to reasonably defer or delegate the Senior Medical Officers' work, be released after their last recall or completion of overtime until they have had a fatigue break of ten (10 hours), without loss of pay for ordinary working time occurring during such absence.

S4.14.1.6 Provided that fatigue leave will not apply where a Senior Medical Officer is on call and is recalled for two hours or less.

S4.15 Development of Initiatives

S4.15.1.1 The Parties agree that the ongoing development and implementation of initiatives is crucial for the financial sustainability of Mater. For this, a continued focus of SMO and Mater on delivery of high quality, safe evidence-based care underpinned by accountability for clinical practice review and improvement is required.

S4.15.1.2 The Parties are committed during the life of this Agreement to:

- a. partner to develop a strong culture of clinical practice improvement and high reliability that embraces the principles of evidence-based best practice, innovative models of care and efficient process design to deliver high quality, safe patient patient-centred care;
- b. review and investigate, with a view to implementation, alternative revenue-generating options so far as is practicable within the Mater funding environment while maintaining a focus on high-quality and safe patient-centred care; and
- c. the Parties agree to meet to discuss any developments in line with the above, including any plans for implementation or reviews as necessary.

S4.16 Wage and Salary Related Matters

S4.16.1.1 Salaries will be paid fortnightly by electronic transfer provided that payment by any other means will be at the discretion of Mater.

S4.16.2 **Medical Leader's Allowance**

S4.16.2.1 Purpose

The purpose of the Medical Leader's Allowance is to recognise those eligible SMOs, as defined below, who are required to perform significant work in the leadership of the relevant department (however so titled), in addition to their clinical duties.

S4.16.2.2 Eligibility

In order to be eligible for the Medical Leader's Allowance the Senior Medical Officer must:

- a. be working in the role that attracts the allowance. If the SMO ceases in that role or the role ceases to exist, the allowance will also cease; and
- b. have an annual Performance Development Plan (PDP) in place which aligns to the organisational strategy and contains development plans related to all of the domains of a Medical Directors' responsibilities:
 - i. clinical outcomes and governance;
 - ii. staff and team development
 - iii. financial stewardship
 - iv. consumer experience
 - v. self-development - professional and leadership.

S4.16.2.3 Where an SMO steps down from their Medical Leader role, the non-clinical time associated with that role will be replaced with clinical activity.

Medical Leader Roles

S4.16.2.4 Clinical Lead

An SMO may be appointed as a Clinical Lead where the individual SMO has professional and clinical leadership of a specific portfolio such as supervision of education and training. In small clinical Departments or subspecialty units, a Clinical Lead may be appointed rather than a Clinical Director, where the scope of leadership responsibilities are narrower and limited to tasks such as rostering and timecard approval. A Clinical Lead will not be eligible to receive the Medical Leader's Allowance. Clinical Leads report to either a Clinical Director or Director.

S4.16.2.5 Clinical Director

An SMO may be appointed as a Clinical Director to small-medium size unit and has leadership responsibilities that are predominantly operational in nature, focussed on the clinical department in the hospital they work. A Clinical Director role reports to a Director.

S4.16.2.6 Director

An SMO may be appointed as a Director to a medium-large size Department, has leadership responsibilities that are operational and strategic in nature, is expected to contribute more broadly to the leadership of the organisation, and be a reference point with respect to the clinical specialty across all facilities. A Director role reports to either a Director of Medical Services or a General Manager and works in partnership with the Chief Medical Officer.

S4.16.2.7 Group Levels

The Chief Medical Officer will make the final decision about which Medical Leaders Group applies to an eligible SMO, and the allowance that will be paid within the applicable grouping, based on the following classification and the relevant subclauses under clause S4.16.1.1 of this Schedule:

Group	Description
Medical Leader Group 1 (CLG1)	<ul style="list-style-type: none"> Deputy Medical Directors (subject to clause 25.4.2 below); and Senior Medical Officers appointed as Clinical Directors (as defined above), who have leadership responsibilities and line manage between 1 and 9 individual employees
Medical Leader Group 2 (CLG2)	<ul style="list-style-type: none"> Senior Medical Officers appointed as Clinical Directors (as defined above), who have leadership responsibilities and line manage more than 9 individual employees
Medical Leader Group 3 (CLG3)	<ul style="list-style-type: none"> Senior Medical Officers appointed as Directors (as defined above)

S4.16.2.8 At the discretion of the Chief Medical Officer, a Deputy Medical Director, who is a SMO, may be appointed to support a Director position (defined above) where there are not Medical Directors reporting to the Director position. The Deputy Medical Director will be expected to have significant leadership and management responsibilities.

S4.16.2.9 Payment of Allowance

Those eligible as per the group levels detailed in S4.16.2.7 above, will be entitled to an allowance within the ranges detailed below:

Medical Leader Group	Gross Annual Allowance					
	2022		2023		2024	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Group 1	\$6,240	\$12,479	\$6,490	\$12,978	\$6,684	\$13,367
Group 2	\$12,480	\$18,719	\$12,979	\$19,468	\$13,369	\$20,052
Group 3	\$18,720	\$24,959	\$19,469	\$25,957	\$20,053	\$26,736

S4.16.2.10 The Medical Leader's Allowance will be paid fortnightly. Part Time Senior Medical Officers who meet the eligibility requirements above will receive a pro rata amount.

S4.16.2.11 The Chief Medical Officer will decide where in the range the Medical Leader is appointed within the applicable group. Matters the Chief Medical Officer may choose to consider in determining where in the range to appoint a Medical Leader include, but are not limited to: the SMO's seniority, the size of the budget being managed by the Medical Director, the number of people being managed, the risk profile of the portfolio area. The Chief Medical Officer will provide the Medical Leader with written advice confirming what considerations were included in determining the outcome.

S4.16.3 Higher Duties

- a. Where a SMO temporarily occupies a position that is attached to a higher classification for more than three (3) days that SMO will receive the Medical Leader's Allowance applicable to the position.

S4.16.4 **Eminent and Pre-Eminent Specialist status**

S4.16.4.1 As part of ensuring the provision of the best possible patient care, during the life of the Agreement, Mater commits to establishing a method of recognising an SMO's exceptional contribution to their area of speciality, in addition to the Standard Hours of work undertaken at Mater.

S4.16.4.2 Mater will collaborate with SMO via the MMOCG to develop the replacement recognition process.

S4.16.4.3 An SMO who has attained either Eminent or Pre Eminent Specialist status under the Medical Officers' (Mater Misericordiae Public Hospitals) Enterprise Agreement 2010 will retain this status and any applicable payment until such time as they cease to undertake the work associated with the status.

S4.16.4.4 Further, for SMOs who have attained the eminent or pre-eminent status prior to the date of approval of the Mater Health Services Senior Medical Officers' Enterprise Agreement 2015, the status is portable within Mater from one role to another providing:

- a. employment continues under this Agreement; and
- b. employment status is either full-time or part time, and
- c. the SMO continues to undertake the work associated with achieving the status.

S4.16.5 **SMO car allowance**

S4.16.5.1 An SMO is entitled to a Car Allowance in accordance with the Mater 'Car Allowance for Senior Medical Officer Procedure' and the 'Remuneration & Benefits Policy'.

S4.16.6 Wage table – SMO

S4.16.6.1 Wages in the table below will be effective in the first full pay cycle on or after the date indicated:

Senior Medical Officers							
Level	Paypoint	1 July 2022		1 July 2023		1 July 2024	
		Hourly Rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum
Senior Medical Officer General Practitioner							
L13	C1-1	\$ 79.08	\$ 165,045	\$ 84.71	\$ 176,802	\$ 87.25	\$ 182,106
L14	C1-2	\$ 81.55	\$ 170,205	\$ 87.36	\$ 182,330	\$ 89.98	\$ 187,801
L15	C1-3	\$ 84.01	\$ 175,341	\$ 90.00	\$ 187,833	\$ 92.70	\$ 193,468
L16	C1-4	\$ 86.50	\$ 180,547	\$ 92.67	\$ 193,410	\$ 95.45	\$ 199,213
L17	C1-5	\$ 88.98	\$ 185,707	\$ 95.32	\$ 198,941	\$ 98.18	\$ 204,911
Staff Specialist							
L18	MO1-1	\$ 91.33	\$ 190,629	\$ 97.84	\$ 204,206	\$ 100.78	\$ 210,332
L19	MO1-2	\$ 93.78	\$ 195,738	\$ 100.46	\$ 209,677	\$ 103.48	\$ 215,967
L20	MO1-3	\$ 96.59	\$ 201,594	\$ 103.47	\$ 215,957	\$ 106.57	\$ 222,435
L21	MO1-4	\$ 98.67	\$ 205,948	\$ 105.70	\$ 220,614	\$ 108.87	\$ 227,233
L22	MO1-5	\$ 101.12	\$ 211,052	\$ 108.32	\$ 226,087	\$ 111.57	\$ 232,870
L23	MO1-6	\$ 103.57	\$ 216,162	\$ 110.95	\$ 231,563	\$ 114.28	\$ 238,511
L24	MO1-7	\$ 106.09	\$ 221,426	\$ 113.65	\$ 237,196	\$ 117.06	\$ 244,313
Senior Staff Specialist							
L25	MO2-1	\$ 109.22	\$ 227,964	\$ 117.00	\$ 244,201	\$ 120.51	\$ 251,527
L26	MO2-2	\$ 112.54	\$ 234,880	\$ 120.55	\$ 251,608	\$ 124.17	\$ 259,155
L27	MO2-3	\$ 115.80	\$ 241,694	\$ 124.05	\$ 258,910	\$ 127.77	\$ 266,677
Senior Staff Specialist - Eminent							
L28	MO3-1	\$ 120.69	\$ 251,901	\$ 129.29	\$ 269,839	\$ 133.17	\$ 277,935
Senior Staff Specialist - Pre-Eminent							
L29	MO4-1	\$ 127.22	\$ 265,521	\$ 136.28	\$ 284,436	\$ 140.37	\$ 292,970

Signed for and on behalf of Mater:

Signature:



Print Name:

Dr Peter Steer

Title:

Group Chief Executive

Address:

14 Stratton Street, Newstead, Queensland 4006

Date:

7 June 2024

In the presence of:



Kate Davison

Signed for and on behalf of the Australian Salaried Medical Officers' Federation Queensland

Branch:

Signature:



Print Name:

Dr Hau Tan

Title:

President ASMOF Queensland Branch

Address:

PO BOX 223, ROYAL BRISBANE HOSPITAL 4029

Date:

4 June 2024

In the presence of:

Signed for and on behalf of the Australian, Municipal, Administrative, Clerical and Services Union,
Queensland Together Branch:

Signature: A Scott
Print Name: Alex Scott
Title: Branch Secretary
Address: Level 4, 43 Peel St South Brisbane Qld
Date: 4/6/24.
In the presence of: [Signature]

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/2084

Applicant: Mater Misericordiae Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Derek Broanda, Director – Employment Arrangements, have the authority given to me by Mater Misericordiae Limited to give the following undertakings with respect to the *Mater Medical Officers Enterprise Agreement 2023* ("the Agreement"):

1. In relation to cl 5.3 of the Mater Medical Officers Enterprise Agreement 2023 (Shiftworker):
 - a. Where an employee would have been covered by the Medical Practitioners Award 2020, save for the Agreement, and the Award provides a more favourable definition of shift worker for the employee, Mater will apply the Award term.
2. 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.

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

Signature:

A handwritten signature in blue ink, appearing to read "D Broanda", written over a horizontal line.

Date

21 June 2024