FairWork Commission

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Mater Misericordiae Health Services Brisbane Limited
(AG2014/7728)

MATER HEALTH SERVICES RESIDENT MEDICAL OFFICERS' ENTERPRISE AGREEMENT 2012

Health and welfare services

COMMISSIONER CAMBRIDGE SYDNEY, 14 NOVEMBER 2014

Application for approval of the Mater Health Services Resident Medical Officers' Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *Mater Health Services Resident Medical Officers' Enterprise Agreement 2012* (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 Health Services Brisbane Limited* (the Employer). The Agreement is a single-enterprise agreement.

[2] The application was lodged at Brisbane on 2 October 2014. The application included a Statutory Declaration of *Katherine Sweet* made on behalf of the Employer and dated 1 October 2014, (the Declaration). The Declaration stated that the Agreement was made on 26 September 2014. Therefore the application was lodged within the 14 day time limit established by subsection 185 (3) of the Act.

[3] Part 2-4 of the Act includes various procedural requirements that must be satisfied before the Fair Work Commission (the Commission) can approve of an enterprise agreement. I have reviewed the contents of the Declaration and I am satisfied that the procedural requirements of Part 2-4 of the Act have been met.

[4] The application for approval was listed for Hearing in Chambers before the Commission on 14 November 2014. I note that the file has included a Statutory Declaration of *James Finn* made on behalf of the *Australian Salaried Medical Officers Federation* (the ASMOF), as an employee organisation in relation to the application. I further note that the file has also included a Statutory Declaration of *Alexander Patrick Scott* made on behalf of the *Together Queensland, Industrial Union of Employees* (the TQIUE), as an employee organisation in relation to the application

[5] I note that the Agreement contains a flexibility term at clause 1.10 and a consultation term at clause 1.11. I also note that replacement signatory pages to the Agreement have been provided.

[6] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[7] The ASMOF, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by subsection 201 (2) of the Act I note that the Agreement covers the ASMOF.

[8] The TQIUE, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by subsection 201 (2) of the Act I note that the Agreement covers the TQIUE.

[9] The Agreement is approved. In accordance with subsection 54 (1) of the Act it will operate from 21 November 2014. The nominal expiry date of the Agreement as specified in clause 1.3.1 of the Agreement, is 30 June 2015.



COMMISSIONER

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Mater Health Services Resident Medical Officers' Enterprise Agreement 2012

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1. PART 1 – PRELIMINARY MATTERS

1.1. Title

1.1.1. This Agreement shall be known as the Mater Health Services Resident Medical Officers' Enterprise Agreement 2012 (Agreement).

1.2. Application

1.2.1. This Agreement will apply to the Parties.

1.3. Date and Period of Operation

1.3.1. This Agreement shall operate from the date of approval by the Fair Work Commission and shall have a nominal expiry date of 30 June 2015.

1.4. Renewal or Replacement of Agreement

1.4.1. The Parties will commence formal negotiations at least six (6) months prior to the expiration of this Agreement.

1.5. Relationships with Awards, Agreement and Other Conditions

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

1.5.2. The National Employment Standards (NES) apply to your employment and nothing in this Agreement excludes the NES.

1.6. Objectives of the Agreement

1.6.1. The Parties are committed to:

(a) maintaining and improving the 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; collectively striving to achieve quality outcomes for patients;

(d) working to sustain a skilled, motivated and adaptable workforce;

(e) ensuring that workload is responsibly managed to ensure there are no adverse effects on Medical Officers or patients; and

(f) balancing service delivery needs with equity and work/life balance for Medical Officers.

1.7. Posting of the Agreement

1.7.1. A copy of this Agreement and the National Employment Standards will be posted so as to be easily read by all Medical Officers on the Mater intranet site.

1.8. Definitions

1.8.1. In this Agreement, the following definitions apply:

(a) **Act** means the *Fair Work Act 2009* (Cth).

(b) **Agreement** means *Mater Health Services Resident Medical Officers' Enterprise Agreement 2012*.

(c) **Approval** means approval of the Agreement by the Fair Work Commission.

(d) **Immediate family** means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Medical Officer; or
(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Medical Officer.

(e) For the purpose of Clause 4.2.1, **Life of the Agreement** means until the nominal expiry date.

(f) **Mater** for the purposes of this Agreement means Mater Misericordiae Health Services Brisbane Limited ACN 096 708 922 trading as:

(i) Mater Misericordiae Adult Public Hospital; and
(ii) Mater Misericordiae Children's Hospital; and
(iii) Mater Misericordiae Mothers' Hospitals; and
(iv) Any health service of Mater or any related, associated or subsidiary company of Mater which Mater operates or is contracted to operate or provide Services to.

(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 policy** means a policy in place within Mater.

(i) **National Employment Standards (NES)** means the standards contained in Part 2-2 of the Act.

(j) **Ordinary pay** means the rate of pay that a medical officer would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example shift allowances).

(k) **Parties** means:

(i) Mater;
(ii) Medical Officers for whom classifications and rates of pay are prescribed; and

(iii) the unions covered by the Agreement.

(l) **Resident Medical Officer** is the collective term which covers all Medical Officers classified in clause 3.3 of this Agreement and who are employed as at or subsequent to the date of approval by the Fair Work Commission. There is no entitlement to any retrospective payment for a Medical Officer who was employed prior to the date of approval by the Fair Work Commission but not afterwards.

(m) **Services** means services ordinarily performed by Mater Medical Officers in medical officer classifications set out in clause 3.3 of this Agreement.

(n) **Shift Worker**, for the purpose of section 87 of the Act, means a medical officer who performs their duties in rotation through the various shifts covering a 24/7 roster, as allocated by Mater.

1.9. Prevention and Settlement of Disputes

1.9.1. If a dispute relates to:

(a) a matter arising under the agreement; or
(b) the National Employment Standards

this clause sets out procedures to settle the dispute.

1.9.2. A Medical Officer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

1.9.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Medical Officer or Medical Officers and relevant supervisors and/or management.

1.9.4. 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.

1.9.5. 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.

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

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

(a) a Medical Officer must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) a 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 Medical Officer to perform; or
(iv) there are other reasonable grounds for the Medical Officer to refuse to comply with the direction.

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

1.10. Flexibility Term

1.10.1. Mater and a 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; and
(v) leave loading

(b) the arrangement meets the genuine needs of Mater and the Medical Officer in relation to one (1) or more of the matters mentioned in paragraph 1.10.1(a); and

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

1.10.2. 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) result in the Medical Officer being better off overall than the Medical Officer would be if no arrangement was made.

1.10.3. Mater must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and Medical Officer; and

(c) is signed by Mater and the 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 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.

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

1.10.5. Mater or the 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 Medical Officer agree in writing—at any time.

1.11. Consultation

1.11.1. Mater is committed to consulting medical officers and their nominated union representatives 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 adequate time to understand, analyse, seek appropriate advice from their nominated union representative and respond to such information.

(a) This term applies if:

(i) Mater has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
(ii) the change is likely to have a significant effect on Medical Officers of the enterprise.

(b) Mater must notify the relevant Medical Officers of the decision to introduce the major change.

(c) The relevant Medical Officers may appoint a union representative for the purposes of the procedures in this term.

(d) If:

(i) a relevant Medical Officer appoints, or relevant Medical Officers appoint, a union representative for the purposes of consultation; and
(ii) the Medical Officer or Medical Officers advise the employer of the identity of the union representative;
(iii) Mater must recognise the representative.

(e) As soon as practicable after making its decision, Mater must:

(i) discuss with the relevant Medical Officers:
a. the introduction of the change; and
b. the effect the change is likely to have on the Medical Officers; and
c. measures Mater is taking to avert or mitigate the adverse effect of the change on the Medical Officers

(ii) for the purposes of the discussion — provide, in writing, to the relevant Medical Officers:

a. all relevant information about the change including the nature of the change proposed; and
b. information about the expected effects of the change on the Medical Officers; and
c. any other matters likely to affect the Medical Officers.

(f) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Medical Officers.

(g) Mater must give prompt and genuine consideration to matters raised about the major change by the relevant Medical Officers.

(h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub clauses 1.11.1(b), 1.11.1(c) and 1.11.1(e) are taken not to apply.

(i) In this term, a major change is ***likely to have a significant effect on Medical Officers*** if it results in:

(i) the termination of the employment of Medical Officers; or
(ii) major change to the composition, operation or size of the employer's workforce or to the skills required of Medical Officers; or
(iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(iv) the alteration of hours of work; or
(v) the need to retrain Medical Officers; or
(vi) the need to relocate Medical Officers to another workplace; or
(vii) the restructuring of jobs.

1.11.2. Change to regular roster or ordinary hours of work

(a) For a change referred to in paragraph 1.11.1(i)b:

(i) Mater must notify the relevant Medical Officers of the proposed change; and
(ii) sub clauses 1.11.2(b) to 1.11.2(f) apply.

(b) The relevant Medical Officers may appoint a representative for the purposes of the procedures in this term.

(c) If:

(i) a relevant Medical Officer appoints, or relevant Medical Officers appoint, a representative for the purposes of consultation; and
(ii) the Medical Officer or Medical Officers advise Mater of the identity of the representative;

Mater must recognise the representative.

(d) As soon as practicable after proposing to introduce the change, Mater must:

(i) discuss with the relevant Medical Officers the introduction of the change; and

(ii) for the purposes of the discussion--provide to the relevant Medical Officers :

a. all relevant information about the change, including the nature of the change; and
b. information about what Mater reasonably believes will be the effects of the change on the Medical Officers; and
c. information about any other matters that Mater reasonably believes are likely to affect the Medical Officers; and
d. invite the relevant Medical Officers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(e) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant employees.

(f) Mater must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(g) In this term ***"relevant employees"*** means the employees who may be affected by a change referred to in subclause 1.11.1(a).

1.12. Mater Medical Officers' Group Consultative Forum

1.12.1. During the life of the Agreement, the Parties will establish a Mater Medical Officers' Consultative Group Forum (MMOCGF). MMOCGF will meet bi monthly. The terms of reference will be agreed between the parties.

2. PART 2 – BASIS OF EMPLOYMENT

2.1. Confirmation of Employment

2.1.1. Every Medical Officer will receive, on or prior to their commencement with Mater, a letter of appointment which sets out their classification level, status (casual, temporary or permanent), whether they are full time or part time with respect to hours worked and their commencement date.

2.2. Full Time Medical Officers

2.2.1. A full time Medical Officer is a Medical Officer who is engaged to work an average of thirty-eight (38) hours per week.

2.3. Part Time Medical Officers

2.3.1. Part time Medical Officer means a Medical Officer other than a casual Medical Officer as defined in clause 2.4.1 who is engaged to work regular hours each week and whose hours are worked continuously, excluding meal breaks and are less than the hours worked by a full time Medical Officer.

2.3.2. The following will apply to part time Medical Officers:

(a) The spread of ordinary hours, may be the same as those for a full time Medical Officer.

(b) They may be engaged to work regular hours each week provided that the hours are less than those of a full time Medical Officer.

They will be paid at the same hourly rate as a full time Medical Officer for performing duties at the same classification level provided that for the provisions of clause 2.3.

(c) They will be entitled to any applicable allowances on pro rata basis, based on the number of hours worked, provided that the following provisions apply in full:

(i) on call allowance; and
(ii) meal allowance.

2.3.3. Subject to the provisions contained in clause 2.3 of this Agreement, all other provisions of this Agreement applicable to full time Medical Officers will apply pro rata to part time Medical Officers.

2.4. Casual Medical Officers

2.4.1. Casual Medical Officer means a Medical Officer, other than a part time Medical Officer as defined in clause 2.3.1, who is engaged as a casual Medical Officer and paid on an hourly basis to work generally for less than the ordinary hours worked by a full time Medical Officer.

2.4.2. Casual Medical Officers may not be engaged by Mater to permanently fill any full time or part time positions.

2.4.3. A casual Medical Officer will be paid a loading of 23% in addition to the applicable rate of pay for the relevant classification.

2.4.4. Each engagement will stand alone with a minimum payment of two (2) hours.

2.4.5. Where applicable, a casual Medical Officer will be entitled to overtime, penalty rates and payment for time worked on public holidays.

2.4.6. With respect to Sundays, casual Medical Officers must be paid at the rate of double time and will not be entitled to an additional 23% loading.

2.4.7. The hourly rate for the purpose of clause 2.4 will be $1/76^{th}$ of the ordinary fortnightly salary for the appropriate classification. A casual Medical Officer may also be entitled to the payment of any applicable allowances based pro rata on the number of hours worked.

2.4.8. Except as under clause 4.5, a casual Medical Officer will not be entitled to any other leave.

2.4.9. Casual medical officers are not entitled to Vocational Training subsidy.

2.5. Recognition of Previous Service

2.5.1. Recognition is in accordance with Mater Policy.

2.6. Notice of Termination of Employment

2.6.1. Except in the case of dismissal for serious misconduct, notice of termination of employment by Mater, will be four (4) weeks, except that any Medical Officer with more than two (2) years' service who is over 45 years old will receive five (5) weeks' notice of termination.

2.6.2. Medical Officers will be required to provide four (4) weeks' notice unless otherwise agreed to by Mater.

2.7. Job Security and Redundancy

2.7.1. The Parties acknowledge that job security for Medical Officers assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement. Mater recognises the special needs of Medical Officers and the crucial role they play in providing clinical health services in Queensland. Although such Medical Officers apply annually for training positions, they will be treated as permanent Medical Officers by Mater whilst at Mater for the purposes of long service leave, maternity leave, professional development leave, and other leave arrangements that may arise during the term of this Agreement.

2.7.2. Whilst Mater is committed to job security for all Medical Officers, there may be times that due to financial, funding or operational reasons that Mater may determine to make a particular position(s) redundant. Mater may redeploy Medical Officers to suitable alternative positions at any Mater Health Services facility in the greater Brisbane region. An alternative position will be deemed to be suitable alternative employment if:

(a) the position is appropriate for the employee having regard to the employee'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 employee in the current position.

2.7.3. For the purposes of this clause, Mater Health Services facilities include:

(a) Mater Misericordiae Adult Public Hospital; and
(b) Mater Misericordiae Children's Hospital; and
(c) Mater Misericordiae Mothers' Hospital; and
(d) Any health service of Mater or any related, associated or subsidiary company of Mater which Mater operates or is contracted to operate or provide Services to.

2.7.4. Where a Medical Officer is redeployed in accordance with this clause, no redundancy entitlement will be payable to the redeployed Medical Officer.

2.7.5. Any consideration of redundancy or redeployment of a Medical Officer will follow the consultation process outlined in clause 1.11 of this Agreement. All entitlements to redundancy payments will be in accordance with the below table and will be in addition to the requisite notice period required as per clause 2.6.

Redundancy pay period		
	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

3. PART 3 – WAGE AND SALARY RELATED MATTERS

3.1. Wage Increases

3.1.1. The wage rates for Medical Officers are set out in

3.1.2. Schedule One, and incorporate wage increases paid in three (3) instalments as follows:

(a) 2.5% from the first full pay period on or after 1 July 2012

(b) 2.5% from the first full pay period on or after 1 July 2013

(c) 2.5% from the first full pay period on or after 1 July 2014.

3.2. Salary Sacrificing

3.2.1. By agreement an eligible Medical Officer, the current rate of pay specified in

3.2.2. Schedule One of this Agreement, may be salary packaged, in accordance with Mater Policy and applicable legislation.

3.3. Classification Structure, Appointments, Increments and Progression

3.3.1. The following definitions apply with respect to classifications of Medical Officers under this Agreement:

(a) An Intern means a medical practitioner who has a post graduate medical qualification but does not have a full licence to practice medicine unsupervised. This year of conditional registration is known as an intern year.

(b) A Junior House Officer means a medical practitioner in their second year of service after receiving eligibility for full registration as a medical practitioner.

(c) A 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.

(d) A 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.

(e) Registrar means a medical practitioner appointed as such who is undertaking an accredited course of study leading to a higher medical qualification.

(f) Senior Registrar means a medical practitioner appointed as such who has specialist registration with the Australian Health Practitioner Regulation Agency (**AHPRA**).

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

	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

3.3.3. A newly appointed Medical Officer shall be placed at a point within the relevant salary range according to their years of relevant experience.

3.3.4. A Medical Officer 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 relevant exams at each level. Part time Medical Officers will progress once they have completed the full time equivalent of ordinary hours as well as meeting the required performance standards and passing the relevant exams at each level.

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

3.3.6. The salaries prescribed by this Agreement are expressed in both fortnightly and annual rates. The fortnightly rates are the actual salaries paid and annual rates are shown for information purposes only.

3.4. Superannuation

3.4.1. Mater's default superannuation fund (default fund) is Mercy Super Fund.

3.4.2. The Medical Officer may elect for Mater to pay their superannuation guarantee contributions to a superannuation fund of their choice, which is compliant with relevant superannuation legislation. The employer will make superannuation contributions as prescribed under the *Superannuation Guarantee (Administration) Act 1992* (Cth) or any replacement act. Should the Medical Officer not nominate a fund of their choice within a twenty-eight (28) day period from date of commencement with Mater, the default fund will be used. For the sake of clarity, the compulsory Employer contribution is calculated in accordance with the legislation based on ordinary time earnings.

3.5. Replacement of Existing Staff and Reporting of Staffing Levels

3.5.1. Subject to the operational requirements of Mater, it is expected that Mater management will monitor medical officer staffing levels and will endeavour to commence reasonable action to replace medical officers who resign, terminate, transfer or are promoted, as soon as is practicable after notification of the potential vacancy is received.

4. PART 4 – LEAVE

4.1. Parental Leave

4.1.1. Mater supports Medical Officers during their pregnancy and offers a range of practical methods to achieve this, including paid parental leave, unpaid parental leave and flexible rostering to accommodate pregnancy related appointments. Mater's Parental Leave policy, as amended by Mater from time to time, provides further information with respect to the entitlements and support provided to Medical Officers.

4.2. Paid Maternity and Adoption Leave

4.2.1. For the life of this Agreement, and in accordance with Mater policy, eligible Medical Officers will be entitled to paid maternity leave as follows:

(a) 14 weeks paid maternity leave which may be taken at half pay for double the period of time;

(b) 14 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time;

(c) Eligibility, notice requirements and other related information is detailed in Mater's Parental Leave Policy.

4.2.2. At the nominal expiry date of this Agreement, i.e. 30 June 2015, a Medical Officer's entitlement to paid maternity leave will be as follows:

(a) 12 weeks paid maternity leave which may be taken at half pay for double the period of time;

(b) 12 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time;

(c) Eligibility, notice requirements and other related information is detailed in Mater's Parental Leave Policy.

4.2.3. For the sake of clarity, leave accrual whilst on leave at half pay will accrue at half pay.

4.3. Unpaid Leave

4.3.1. Medical Officers will be entitled to unpaid parental leave (maternity, adoption and spousal) in accordance with the *Fair Work Act 2009* (Cth) (as amended from time to time) and Mater Policy.

4.4. Statutory Paid Leave

4.4.1. All Medical Officers are reminded that the Federal Government's Paid Parental Leave scheme is administered by the Family Assistance Office (not by Mater), and Medical Officers should contact the Family Assistance Office with any questions regarding eligibility criteria and the application process.

4.5. Long Service Leave

4.5.1. 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.

4.5.2. Medical Officers' entitlements to long service leave will be adjusted as follows:

(a) 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 1999* (Qld).

(c) Medical Officers may apply to take long service leave at half pay for double the period of time;

(d) The minimum period of leave is one (1) week.

4.5.3. For the sake of clarity, leave accrual whilst on leave at half pay will accrue at half pay.

4.6. Annual Leave

4.6.1. All full time Medical Officers are entitled to five (5) weeks annual leave each year. Part time Medical Officers will be entitled to a pro rata number of hours.

4.6.2. A full time Medical Officer who meets the definition of a Shift Worker is entitled to an additional week 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. Annual leave for 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.

4.6.3. Through mutual agreement, a Medical Officer will be allowed to take annual leave prior to the leave having been accrued provided that the leave will be taken at the convenience of Mater during the year in which it accrues. A Medical Officer who has been permitted to take annual leave and who ceases duty or whose employment is terminated before completing the required continuous service to accrue such leave, must refund the value of the unearned *pro rata* portion in accordance with Mater Policy calculated at the rate of salary as at the date the leave was taken. Mater may deduct this amount from money due to the Medical Officer at the time of termination. No refund is required in the event of the death of a Medical Officer.

4.6.4. All annual leave taken will be at the rate of salary applicable at the time of taking such leave.

4.6.5. Medical Officers may apply to take annual leave at half pay for double the period of time. Mater may approve an application on this basis, subject to service delivery requirements and financial considerations. Leave accrual whilst on leave at half pay will accrue at half pay.

4.6.6. Annual leave will be calculated as follows:

Non-shift workers

Package	Details
Non shift Workers Annual Leave Package	5 Weeks Annual Leave (190 hours) Annual Leave Loading on 4 weeks (17.5%)
Payment	The Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of annual leave (excluding shift premiums and weekend penalty rates); and either: • Shift premiums and weekend penalty rates for projected roster, including Saturday, Sunday; or • 17.5% for 4 weeks (whichever is the greater)

Shift workers

Package	Details
Shift Workers Annual Leave Package	6 Weeks Annual Leave (228 hours) Annual Leave Loading on 5 weeks (27.5%)
Payment	The Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of annual leave (excluding shift premiums and weekend penalty rates); and either: • Shift premiums and weekend penalty rates for projected roster, including Saturday, Sunday; or • 27.5% for 5 weeks (whichever is the greater)

4.7. Purchase of Leave

4.7.1. Extra leave for proportionate salary (also referred to as Purchase of Leave) is a scheme where Medical Officers are able to access between one (1) and six (6) weeks "extra" leave in addition to paid annual leave and other entitlements. 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.

4.7.2. The existing Mater Policy governing Purchase of Additional Leave will apply in this instance.

4.8. Cash Out of Leave

4.8.1. Mater is committed to ensuring that all Medical Officers access their accrued leave for rest and recreation away from the workplace each year.

4.8.2. In appropriate circumstances, and at the discretion of the Executive Director, a Medical Officer may cash out their entitlement to annual leave, in accordance with the provisions of the Act or applicable Mater Policy.

4.8.3. Long service leave can be cashed out only in accordance with the reasons and timeframes provided for in the *Industrial Relations Act 1999* (Qld).

4.9. Direction to Take Leave

4.9.1. Annual Leave

(a) Subject to the provisions of the Act, a Medical Officer may be directed to take annual leave in circumstances where:

(i) The Medical Officer has an annual leave balance in excess of two (2) years' accrual; and

(ii) The Medical Officer and Mater have had a discussion concerning the reasons why the Medical Officer has not taken a period of annual leave (the purpose being to ascertain whether the Medical Officer is saving the leave for a particular occasion, and whether such leave may be able to be approved); and

(iii) The Medical Officer and Mater have been unable to agree on mutually acceptable leave arrangements; and

(iv) Subject to the Medical Officer and Mater having the above conversations Mater provides the Medical Officer with twenty-eight (28) days' notice in writing directing the Medical Officer to take a period of leave; and

(v) Medical Officers may only be able to be directed to take annual leave once in a twelve (12) month period unless otherwise agreed; and

(vi) Any period of directed leave under this clause must not reduce the Medical Officer's total leave balance below two (2) years' accrual.

4.9.2. Long Service leave

(a) A Medical Officer may be directed to take long service leave in accordance with the *Industrial Relations Act 1999* (Qld) in circumstances where:

(i) Mater and the Medical Officer have been unable to agree on mutually acceptable leave arrangements, Mater may decide when the Medical Officer is to take leave by giving the Medical Officer at least three (3) months' written notice of the date on which the Medical Officer must take at least four (4) weeks long service leave.

4.10. Examination Leave

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

4.10.2. A Medical Officer will always be allowed leave on full pay for each day of an approved examination plus one day prior to the examination.

4.10.3. 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.

4.10.4. The granting of all leave under clause 4.10 may not be unreasonably withheld by Mater.

4.11. Personal Leave

4.11.1. A Medical Officer, other than a casual, is entitled to up to ten (10) days personal leave on full pay for each year of service. Personal leave (which incorporates carer's leave and which may also be known as sick leave) on full salary will accumulate at the rate of ten (10) work days for each completed year of service and proportionate amount for an incomplete year of service and the following will apply:

4.11.2. A 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.

(c) The following will also apply:

(i) Leave may be taken for part of a day;
(ii) Entitlement to personal leave is conditional on the medical officer promptly notifying Mater of their absence and of its expected duration;
(iii) An application for personal leave of more than three (3) days must be supported by a medical certificate or other acceptable evidence.
(iv) Payment of personal leave is based on the ordinary rate being paid to the Medical Officer immediately before the leave is taken. Leave debits will be equivalent to the ordinary hours Medical Officers 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.

4.12. Compassionate Leave

4.12.1. A Medical Officer is entitled to two (2) days of paid compassionate leave for each occasion (a permissible occasion) when a member of the Medical Officer's immediate family, or a member of the 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 Medical Officer may apply for additional unpaid leave in accordance with Mater Policy.

4.12.3. Casual Medical Officers are entitled to unpaid compassionate leave.

4.13. Public Holidays

4.13.1. Work done by a Medical Officer on:

- 1 January;
- 26 January (Australia Day);
- Good Friday;
- Easter Monday;
- 25 April (Anzac Day);
- the Birthday of the Sovereign;
- Christmas Day;
- Boxing Day;
- 14 November 2014 (Group of Twenty Leaders' Summit); or

- 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.

4.13.2. A 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 Medical Officer would ordinarily have been required to perform work on that day. The exception to this is Labour Day where all Medical Officers (other than a casual employee) will be entitled to be paid a full day's wage for Labour Day, regardless of whether they would not ordinarily be required to work on a day when Labour Day falls.

4.13.3. A Medical Officer who actually works on Labour Day, will be paid a full day's wage for that day and in addition a payment for the time actually worked by them at one and a half times the ordinary rate of pay with a minimum of four (4) hours.

4.13.4. All work done by a Medical Officer on Easter Saturday; and Show Day will be paid of the rate of double time and a half times the ordinary rate.

4.13.5. For the purpose of this clause "double time and a half" will mean an additional 150% penalty payment for hours worked on a public holiday.

4.14. Jury Service

4.14.1. A Medical Officer, other than a casual Medical Officer, required to attend for jury service during their ordinary hours, will be reimbursed by Mater an amount equal to the difference between the amount paid in respect of their attendance for jury service and the ordinary pay the medical officer would have been paid if the medical officer was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the Medical Officer to attend jury service will be paid to Mater and Mater will continue to pay the medical officer their ordinary pay for the time the Medical Officer was absent on jury service.

4.14.2. 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.

4.14.3. If the 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.

5. PART 5 – HOURS OF WORK

5.1. Ordinary Hours of Work

5.1.1. The ordinary hours of work of Medical Officers are thirty-eight (38) hours per week.

5.1.2. 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 wishes of the Resident Medical Officer 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 Medical Officers off on various days of the week during a particular work cycle, so that each Medical Officer has one (1) work day off during the cycle.

(d) Provided there is written agreement between Mater and the Medical Officers concerned, the ordinary hours of work on any one day may be up to a maximum of 12.5 hours (inclusive of meal break).

5.1.3. 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.

5.2. Averaging Arrangements

5.2.1. The 38 ordinary hours of work of Medical Officers can be averaged over a period of up to twelve (12) weeks, where agreed in advance in writing between Mater and the employee. This agreement will be known as an Averaging Arrangement.

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.

5.3. Shift Penalties

5.3.1. An allowance of 15% will be paid to all ordinary time worked where:

(a) the shift starts after 12:00 with the majority of work is performed after 16:00, for shifts worked Monday to Friday; or

(b) the shift starts after 18:00 and finishes prior to 07:00 the following day, for shifts worked Monday to Friday.

The allowance will not apply to work performed on Saturday, Sunday or public holidays where the extra payments prescribed in clauses 4.13.1 or 5.3.2 or 5.3.3 of this Agreement apply.

5.3.2. All ordinary time worked between midnight Friday and midnight Saturday will be paid at the rate of time and a half. All ordinary time worked between midnight Saturday and midnight Sunday will be paid at the rate of double time.

5.3.3. Penalty rates for afternoon, night and weekends will be paid where the shift meets the following definitions, having regard to the exceptions provided in the above clauses:

Shift	Definition	Penalty or Allowance
Afternoon	Ordinary time worked where the shift starts after 12:00 with the majority of work is performed after 16:00, for shifts worked Monday to Friday.	15% penalty paid for the entire shift
Night	Ordinary time worked where the shift starts after 18:00 and finishes prior to 07:00 the following day, for shifts worked Monday to Friday.	15% penalty paid for the entire shift
Saturday	All ordinary time worked between midnight Friday and midnight Saturday.	50% penalty
Sunday	All ordinary time worked between midnight Saturday and midnight Sunday.	100% penalty

5.4. Rosters

5.4.1. Where practicable, Medical Officers should not be rostered either on weekends or be on-call, immediately prior to or after annual leave.

5.4.2. The following provisions apply with respect to rosters for Medical Officers:

(a) No shift will be less than four (4) hours in length on any day;

(b) No broken or split shifts will be worked;

(c) At least two (2) weeks' notice of rosters will be provided; and

(d) Medical Officers will be provided with four (4) days off in any fourteen (14) day period, two (2) of which must be on consecutive days.

5.4.3. Mater will give prompt and genuine consideration to matters raised about the roster by the relevant employees.

5.4.4. Any proposed changes to the method of working the thirty-eight (38) hour week will be in accordance with the Consultation Clause (Clause 1.11) of this Agreement.

5.4.5. 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, Medical Officers 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 rostered day off was accrued.

5.4.6. Medical Officers are not to be rostered to work overtime on an Accrued Day Off, unless this has been agreed with the individual resident medical officer. However, where a Medical Officer is rostered to work overtime or recalled to work due to emergent circumstances they will be paid at relevant overtime rates for all work performed upon an Accrued Day Off.

5.4.7. Where, as at the date of termination of service, a Medical Officer has an accumulated ADO balance the Medical Officer will be paid for the time so accrued at the employee's ordinary rate of pay.

5.5. Overtime

5.5.1. A Medical Officer performing additional hours of duty in excess of the ordinary hours specified in clause 5.1 of this Agreement shall be, subject to the relevant Executive Director or their delegate determining that payment is justified, paid for such excess duty hours 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. A Medical Officer, who having become entitled to the payment of double time, will continue to be paid at that rate, including subsequent periods of recall prior to the commencement of their next ordinary starting time notwithstanding that such periods may occur after midnight.

5.5.3. Payment in terms of clauses 5.5.1 and 5.5.2 will not be unreasonably withheld by Mater.

5.5.4. For clarity, only hours worked in excess of the ordinary hours contained in the averaging arrangement as per clause 5.2, will be paid as overtime in accordance with this clause.

6. PART 6 - PROFESSIONAL DEVELOPMENT SUPPORT

6.1. Professional Development Leave

6.1.1. All Medical Officers, other than Interns (PGY1), will be entitled to accrue one (1) week of professional development leave per year in addition to existing exam leave entitlements. Part time Medical Officers will receive a pro rata amount.

6.1.2. This leave 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.

6.1.3. A Medical Officer is able to access their PDL accrual in three ways:

(a) For professional development activities that are to occur during ordinary working hours, a Medical Officer will apply in advance via a leave application.

(b) From the date of approval of this Agreement, Medical Officers will be able to undertake approved professional development activities outside ordinary working hours. Medical Officers will be required to submit documentation in relation to the professional development activities they undertake outside their ordinary working hours along with a leave application.

(c) From the date of approval of this Agreement, Medical Officers who have already undertaken professional development activities outside their ordinary working hours within the previous twelve (12) month period of their employment at Mater, may submit evidence of attendance at the professional development activity and a retrospective leave application for consideration by the relevant Medical Director or delegate.

6.1.4. All Medical Officers, other than interns, will be entitled to access their accrued professional development leave outside their rostered hours of work.

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

6.1.6. 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 clause 6.1.2.

6.1.7. All PDL shall be utilised to undertake relevant professional development activities as discussed and approved by the Medical Officer's Medical Director of delegate.

6.1.8. In the event that a Medical Officer is employed as a Senior Medical Officer (SMO) by Mater, following the end of their contract as a resident medical officer at Mater, accrued professional development leave will continue to be available to medical officer in their Senior Medical Officer role. This clause is subject to the limitations upon accruals for senior medical officers.

6.2. Access to Training Courses

6.2.1. Interns will be provided with reasonable access to courses that will enable safe clinical practice (e.g. EMST, APLS or equivalent nationally accredited courses offered by Mater), at no cost to the Intern, during ordinary working hours as they have no entitlement to professional development leave under this clause.

6.2.2. Medical Officers, other than Interns will be provided with reasonable access to courses that will enable safe clinical practice (e.g. EMST, APLS or equivalent courses offered by Mater), at no cost to the Medical Officer, during ordinary working hours where it is necessary to carry out the duties required by Mater.

6.3. Vocational Training Subsidy

6.3.1. All Medical Officers who confirm their acceptance and remain in a vocational training program will be entitled to the payment of a vocational training subsidy of $1750 per annum. Part time Medical Officers will receive a pro rata amount.

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

6.3.3. Where a Medical Officer ceases to participate in a vocational training program they will 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.

6.3.4. 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.

7. PART 7 - ON CALL

7.1. Remote on Call

7.1.1. "Remote on Call" is the availability of a Medical Officer to be on duty within thirty (30) minutes of being recalled.

7.1.2. Where a Medical Officer 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 salary level four (4) hourly pay rate for each hour on call.

7.2. Airway Emergency on Call

7.2.1. "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.

7.2.2. 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

8. PART 8 - RECALL

8.1. Recall

8.1.1. If a Medical Officer is on call in accordance with clauses 7.1 or 7.2 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.

8.1.2. A Medical Officer recalled on Saturday or Sunday or Public Holidays may be paid for such recall 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.

8.1.3. An exception to this is a Medical Officer who works on a public holiday and who is granted equivalent time off will be paid at half the ordinary rate for the time worked with a minimum of two (2) hours.

8.1.4. Any overtime payable will be in addition to the on call allowance.

8.1.5. Where a Medical Officer (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 for either taxi fares or the allowance referred to in clause 11.1.2 of this Agreement.

9. PART 9 - MEAL BREAKS AND MEAL ALLOWANCES

9.1. Meal Breaks

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

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

9.2. Meal Allowances

9.2.1. A Medical Officer who is called upon to work unexpected 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.

10. PART 10 – HIGHER DUTIES

10.1. Higher Duties

10.1.1. 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.

10.1.2. A Medical Officer, other than described in clause 10.1.1, 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.

10.1.3. Medical Officers are encouraged to discuss with their Clinical Director in the first instance, or their Executive Director or their delegate if necessary, any reasonably founded concerns they may have in relation to being placed in a role beyond their current level of professional capability.

11. PART 11 – TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

11.1. Travelling and Relieving Expenses

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 usual place of work to relieve another Medical Officer or to perform special duty is allowed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the Medical Officer.

11.1.2. Where a Medical Officer is required to use a private vehicle for official purposes he or she is entitled to claim an allowance based on kilometres travelled in accordance with the rates prescribed by the Australia Taxation Office.

11.2. Excess Travelling Time

11.2.1. At the discretion of Mater, a Medical Officer who is required to travel away from Mater on official business at times outside of their ordinary 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).

11.3. Appointment and Secondment Expenses

11.3.1. All reasonable costs incurred by Medical Officers when seconded to another health facility will be paid by Mater, unless there is an agreement between Mater and the health facility that costs will be paid for by the health facility.

12. PART 12 - FATIGUE RELATED MATTERS

12.1. Fatigue Management

12.1.1. Mater and Medical Officers recognise that fatigue management is critical to safe work practices. A contemporary approach in addition to the fatigue provisions outlined in Part 12 below will be developed which confirms that Mater and Medical Officers must work together to ensure:

(a) All Medical Officers are safe from fatigue hazards while at work;

(b) When a Medical Officer is fatigued, they will have access to facilities where they can rest;

(c) Patients will receive safe health care at Mater Health Services.

12.1.2. 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.

12.1.3. 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.

12.2. Maximum Hours of Duty for Medical Officers

12.2.1. In no case will a Medical Officer be required to be on duty beyond a maximum of 12.5 hours. For the sake of clarity on call is not considered on duty for the purposes of this clause.

12.3. 10 Hour Break for Medical Officers

12.3.1. A Medical Officer will be provided with ten (10) hours off duty ("fatigue break") before being required to be on duty again. A fatigue payment, that is, payment at double time until they are released from duty will apply should a Medical Officer not receive at least ten (10) hours off duty, until they have had the ten (10) hours off duty and this will occur without loss of pay for ordinary working time occurring during that time.

12.4. Limited Extension of Fatigue Provisions for Overtime Performed on Weekends

12.4.1. Where a Medical Officer is placed on-call on Saturdays and/or Sundays, the Medical Officer cannot be recalled to duty for a period of 12.5 consecutive hours or more, without being provided with a mandatory ten (10) hours break immediately following that period of recall.

13. PART 13 – OCCUPATIONAL HEALTH AND AMENITIES

13.1. Clothing and Laundry

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

14. PART 14 - WORKPLACE BULLYING

14.1. 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.

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

15. PART 15 - EQUITY CONSIDERATIONS

15.1. 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.

15.2. The Parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

16. PART 16 –UNION RELATED MATTERS

16.1. Mater recognises the role of Together Union (TU) and Australian Salaried Medical Officers Federation Qld (ASMOFQ) ("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.

16.2. To this end, provided 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, in Enterprise Agreement bargaining on behalf of the Mater staff/Union.
(b) Attendance at Together Union or ASMOFQ branch meetings on site.
(c) Attend meetings with other Medical Officers as their nominated support person as required.

16.3. Medical Directors will ensure that Medical Officers have an understanding of this arrangement and are supportive of delegates' involvement in the above activities. In addition, these 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.

16.4. Attendance at Industrial Education Training

16.4.1. Upon application to Mater, a 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.

16.4.2. 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 subject to consultation between Mater, the relevant union and the Medical Officer.

16.4.3. Upon request and subject to approval by Mater, and evidence of appropriate union authorisation; Medical Officers may be granted up to three (3) days paid leave in order to attend union conferences and council meetings. Upon request, and subject to approval by Mater, medical officers may be granted additional paid time off in special circumstances to attend union conferences and ACTU congress.

17. PART 17 - OVERPAYMENT

17.1. Any amount of payment paid to the 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.

18. PART 18 – LEAVE RESERVED/NO EXTRA CLAIMS

18.1. 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 whether dealt with in this Agreement or not with the exception of the matters in this clause. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

18.2. It is agreed that the following changes may be made to Medical Officers' rights and entitlements during the life of this Agreement:

(a) Rulings of the Fair Work Commission;
(b) Mater Policies that are not incorporated under this Agreement.

Schedule One

Wage Rates

Classification Level	Pay point	Wage Rates payable from 01/07/2012		Wage Rates payable from 01/07/2013		Wage Rates payable from 01/07/2014	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		$	$	$	$	$	$
L1	PGY 1	2,483.47	64,792	2,545.56	66,412	2,609.20	68,072
L2	PGY 2	2,690.42	70,191	2,757.68	71,946	2,826.62	73,745
L3	PGY 3	2,897.27	75,588	2,969.70	77,477	3,043.94	79,414
L4	REG 1	3,569.97	93,138	3,659.22	95,467	3,750.70	97,853
L5	REG 2	3,673.29	95,834	3,765.12	98,229	3,859.25	100,685
L6	REG 3	3,776.82	98,535	3,871.24	100,998	3,968.02	103,523
L7	REG 4	3,932.00	102,583	4,030.30	105,148	4,131.06	107,776
L8	REG 5	4,035.63	105,287	4,136.52	107,919	4,239.93	110,617
L9	REG 6	4,139.05	107,985	4,242.53	110,685	4,348.59	113,452
L10	SREG 1	4,552.85	118,781	4,666.67	121,750	4,783.33	124,794
L11	SREG 2	4,708.24	122,835	4,825.94	125,905	4,946.59	129,053
L12	SREG 3	4,863.42	126,883	4,985.01	130,055	5,109.63	133,307
L13	SREG 4	5,016.97	130,889	5,142.39	134,161	5,270.95	137,515

Signatories Page

Signed for and on behalf of Mater:

Print Name: Caroline Hudson

Signature:

Address: Raymond Tce

South Brisbane Qld 4101

Date: 3/11/14

Explanation of Authority to Sign: Executive Director People and Learning

In the presence of: [illegible] Katherine Sweet

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

Print Name: James FINN

Signature: Jamie. J. Finn

Address: 10 Crombie St
Clayfield 4011

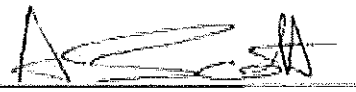
Date: 30.10.2014

Explanation of Authority to Sign: Secretary of state Branch ASMOF } Mater Agreement

In the presence of: [signature] Sister Cindy Grice

Signed for and on behalf of Together Queensland Industrial Union of Employees:

Print Name: Alexander Patrick Scott

Signature: 

Address: 27 Peel Street, South Brisbane

Date: 30/10/14

Explanation of Authority to Sign: Secretary, Together Queensland

In the presence of: Dan Goldman 

Signed for and on behalf of an Employee Bargaining Representative:

Print Name: MERRYN THOMAE

Signature:

Address: C/- WARD 9A, LEVEL 9
MATER ADULT HOSPITAL
RAYMOND TCE
S. BRISBANE QLD 4101

Date: 30/10/2014

Explanation of Authority to Sign: EMPLOYEE BARGAINING REPRESENTATIVE

In the presence of: MOIRA ROOSMALE-COCQ. MRCoq.