



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mater Misericordiae Limited T/A Mater Group
(AG2018/7236)

MATER RESIDENT MEDICAL OFFICERS' ENTERPRISE AGREEMENT 2018 - 2021

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 25 MARCH 2019

Application for approval of the Mater Resident Medical Officers' Enterprise Agreement 2018 - 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Mater Resident Medical Officers' Enterprise Agreement 2018 - 2021* (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 T/A Mater Group. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. In satisfying myself that each award covered employee, and each prospective award covered employee, will be better off overall under the Agreement than if the relevant modern award applied to the employee, I have had regard to submissions made by the Australian Salaried Medical Officers' Federation Queensland Branch (ASMOFQB), particularly in relation to the averaging arrangements in clause 5.2 of the Agreement. Those arrangements cannot be entered into under clause 5.2 unless there is an agreement, recorded in writing and made in advance, between the medical officer and the Mater. Those protections, coupled with the over-award payments and benefits provided for in the Agreement, satisfy me that each employee and prospective employee covered by the relevant modern award would be better off overall if the Agreement applied to them than if the relevant modern award applied to them.

[3] The ASMOFQB being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 April 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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Enterprise Agreement 2018 - 2021**

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1. PART 1 – PRELIMINARY MATTERS

1.1. Title

1.1.1. This Agreement shall be known as the *Mater Resident Medical Officers' Enterprise Agreement 2018 - 2021* (Agreement).

1.2. Date and Period of Operation

1.2.1. This Agreement shall 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 2021.

1.3. Renewal or Replacement of Agreement

1.3.1. The parties will commence negotiations within six (6) months of the expiration of this Agreement.

1.4. Relationships with Awards, Agreements and Other Conditions.

1.4.1. This Agreement replaces the *Mater Health Services Resident Medical Officers' Enterprise Agreement 2015*.

1.4.2. This Agreement is a comprehensive agreement and replaces all other awards, orders of industrial commissions or Industrial Agreements that may otherwise apply to Medical Officers, save that it does not exclude laws dealing with long service leave, occupational health and safety and workers' compensation. The National Employment Standards (NES) apply to Medical Officers' employment and nothing in this Agreement excludes the NES.

1.5. Coverage

1.5.1. This Agreement covers the following parties:

- (a) Mater;
- (b) Medical Officers employed by Mater in a classification as described by clause 3.3.1; and
- (c) Australian Salaried Medical Officers' Federation Queensland if section 201(2) of the Act applies.

1.6. Objectives of the Agreement

1.6.1. The parties are committed to:

- (a) improving and maintaining quality health services;
- (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) achieving a skilled, motivated and adaptable workforce;
- (f) ensuring that workload is responsibly managed to ensure there are no adverse effects on Medical Officers or patients; and

- (g) 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 will be placed on the Mater intranet site so as to be easily read by all Medical Officers.

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 Resident Medical Officers' Enterprise Agreement 2018 – 2021*.
- (c) **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.
- (d) **Mater** for the purposes of this Agreement means Mater Misericordiae Limited ACN 096 708 922.
- (e) **Mater Policy** means a policy or procedure in place within Mater which may be amended from time-to-time.
- (f) **Medical Officer** is the collective term which covers all employees classified in clause 3.3 of this Agreement and who are employed as at or subsequent to the date of operation of the Agreement.
- (g) **National Employment Standards (NES)** means the standards contained in the Act.
- (h) **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 attached to working ordinary hours (for example shift allowances).
- (i) **Representative** means a representative nominated by a Medical Officer(s) which may include a union representative or any other person chosen by the Medical Officer.
- (j) **Services** means services ordinarily performed by Medical Officers in classifications set out in clause 3.3 of this Agreement.
- (k) **Shift Worker**, for the purposes of the NES (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 clause.

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/s, including their nominated representative 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 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 the 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 clause:

- (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;
 - (v) leave loading; and
- (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 (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) results 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 Mater and the Medical Officer; and
- (c) is signed by Mater and the Medical Officer and if the Medical Officer is under 18 years of age, signed by a parent or guardian of 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 the Medical Officer agree in writing—at any time.

1.11. Consultation

1.11.1. 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 Medical Officers.

Major change

1.11.2. For a major change referred to in paragraph 1.11.1(a):

- (a) Mater must notify the relevant Medical Officers of the decision to introduce the major change; and
- (b) subclauses 1.11.3 to 1.11.9 apply.

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

1.11.4. If:

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

Mater must recognise the representative.

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

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

(iii) any other matters likely to affect the Medical Officers.

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

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

1.11.8. 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 1.11.2(a) and subclauses 1.11.3 and 1.11.5 are taken not to apply.

1.11.9. In this term, a major change is likely to have a significant effect on Medical Officers if it results in:

- (a) the termination of the employment of Medical Officers; or
- (b) major change to the composition, operation or size of Mater's workforce or to the skills required of 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 Medical Officers; or
- (f) the need to relocate Medical Officers to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

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

- (a) Mater must notify the relevant Medical Officers of the proposed change; and
- (b) subclauses 1.11.11 to 1.11.15 apply.

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

1.11.12. If:

- (a) a relevant Medical Officers appoints, or relevant Medical Officers appoint, a representative for the purposes of consultation; and
 - (b) the Medical Officers or Medical Officers advise Mater of the identity of the representative;
- Mater must recognise the representative.

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

- (a) discuss with the relevant Medical Officers and their nominated Representative the introduction of the change; and

- (b) for the purposes of the discussion—provide to the relevant 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 Medical Officers; and
 - (iii) information about any other matters that Mater reasonably believes are likely to affect the Medical Officers; and
- (c) 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).

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

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

1.11.16. In this term ***“relevant Medical Officers”*** means the Medical Officers who may be affected by a change referred to in subclause 1.11.1.

1.12. Mater Resident Medical Officers' Consultative Group

1.12.1. Mater Resident Medical Officers' Consultative Group is a group established for the purpose of acting as a consultative forum with respect to matters the subject of this Agreement. The group will meet as required and aim for at least two (2) times per annum. The group will include the Australian Salaried Medical Officers' Federation Queensland.

1.12.2. This clause is for information purposes and does not form part of this Agreement.

2. PART 2 – BASIS OF EMPLOYMENT

2.1. Full Time Medical Officers

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

2.2 Part Time Medical Officers

2.2.1 Part time Medical Officer means a Medical Officer, other than a casual Medical Officer as defined in clause 2.3.1, who is engaged to work regular hours and who is employed for fewer than an average of seventy-six (76) hours per fortnight. They will be paid at the same hourly rate as a full time Medical Officer for performing duties at the same classification level.

2.2.2 They 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.

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

2.3 Casual Medical Officers

- 2.3.1 Casual Medical Officer means a Medical Officer, other than a part time Medical Officer as defined in clause 2.2.1, 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.
- 2.3.2 A casual 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 Medical Officer will be entitled to overtime, penalty rates and payment for time worked on public holidays in accordance with the relevant clauses, subject to clause 2.3.4. Such payments will not be compounded by the application of the 23% casual loading.
- 2.3.4 With respect to Sundays casual employees will be entitled to the shift penalty as prescribed in clause 5.3 (Shift Penalties) and will not be entitled to an additional 23% loading.
- 2.3.5 Each engagement will stand alone with a minimum payment of two (2) hours.
- 2.3.6 Except as under clause 4.5 (Long Service Leave – General), a casual Medical Officer will not be entitled to any other leave.
- 2.3.7 Casual Medical Officers are not entitled to Vocational Training subsidy 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 four (4) weeks' notice by either Mater or the Medical Officer. In addition to this notice, Mater will provide Medical Officers over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service, an additional week's notice.
- 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 Medical Officer would have worked during the period of notice.
- 2.5.3 If an Employee who is at least 18 years of ages 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 maximising permanent employment and job security for its Medical Officers.
- 2.6.2 It is acknowledged that job security for Medical Officers assists in ensuring workforce stability, cohesion and motivation. Mater recognises the crucial role Medical Officers play in providing clinical health services in Queensland. Although such Medical Officers apply annually for training positions, they will be considered to have continuous service 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.

- 2.6.3 Whilst Mater is committed to job security for all 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 Medical Officers to suitable alternative positions at any Mater facility in the greater Brisbane region.
- 2.6.4 In order to determine whether a position is deemed to be a suitable alternative, Mater will:
- (a) review the skills needed to perform the essential requirements of the position; and
 - (b) assess if the affected Medical Officer has the necessary skills and relevant experience or is reasonably able to be retrained to perform in the position; and
 - (c) where it is assessed that the Medical Officer is reasonably able to be retrained, provide such reasonable training as is necessary; and
 - (d) offer redeployment.
- 2.6.5 Any consideration of redundancies of Medical Officers' positions will follow the consultation process outlined in clause 1.11 (Consultation) of the Agreement. A Medical Officer may not unreasonably refuse a suitable alternative position. As per Mater's Redeployment and Redundancy Policy as amended from time to time, where a Medical Officer is offered a suitable alternative position or agrees to be redeployed to a position in accordance with clause 2.6.4 (d) above, no redundancy entitlement will be payable to the Medical Officer.
- 2.6.6 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 2.5 (Notice of Termination of Employment). In addition, where Mater has given notice of termination to a Medical Officer, the Medical Officer is 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 Medical Officer after consultation with the Medical Officer's Manager.

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 Schedule One – Wage Rates 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 2018
- (b) 2.5% from the first full pay period on or after 1 July 2019
- (c) 2.5% from the first full pay period on or after 1 July 2020.

3.2 Salary Sacrificing

3.2.1 Salary packaging arrangements may be available to eligible Medical Officers in accordance with 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 Medical Board of Australia.

3.3.2 The classification structure and wages will 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 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.

3.3.5 Wages 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 wages prescribed by this Agreement are expressed in hourly, fortnightly and annual rates. The hourly rates are the actual wages 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. For the sake of clarity, the compulsory Employer contribution is calculated in accordance with the legislation based on ordinary time earnings.

4 PART 4 – LEAVE

4.1 Parental Leave Generally

4.1.1 Mater supports Medical Officers 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.

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

4.2 Paid Maternity and Adoption Leave

4.2.1 In accordance with Mater Policy, eligible Employees (Full time and Part time Employees 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 paid maternity leave, and
- (b) Fourteen (14) weeks paid adoption leave for the primary carer of the adopted child.

4.2.2 In determining eligibility for paid maternity and adoption leave, Medical Officers 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.

4.2.3 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.

4.3 Unpaid Parental Leave

4.3.1 Medical Officers will be entitled to unpaid parental leave (maternity, adoption and spousal) in accordance with the Act and Mater Policy.

4.4 Accessing Other Leave relating to Parental Leave

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

4.5 Long Service Leave – General

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 Part-time and casual Medical Officers accrue long service leave on a proportionate basis in accordance with the *Industrial Relations Act 2016* (Qld).

4.5.3 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 2016* (Qld).

- (c) Medical Officers may apply to take long service leave at half pay for double the period of time, subject to:
 - (i) Mater's discretion; and
 - (ii) 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.
- (d) The minimum period of leave is one (1) week.

4.6 Long Service Leave – Cashing Out

- 4.6.1 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.
- 4.6.2 All requests and supporting documentation must be submitted in writing and approval is subject to the discretion of the Director People and Organisation.

4.7 Long Service leave – Direction

- 4.7.1 A 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 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.

4.8 Annual Leave – General

- 4.8.1 All full time Medical Officers are entitled to five (5) weeks annual leave each year. Part time Medical Officers are entitled to a pro rata amount.
- 4.8.2 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 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.
- 4.8.3 Through mutual agreement, a Medical Officer 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. A Medical Officer, 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.

4.8.4 Annual leave will be calculated as follows:

Non-Shift Workers

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

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.

4.9 Annual Leave - Purchase

4.9.1 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.

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

4.10 Annual Leave – Cashing Out

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

4.10.2 A Medical Officer 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.

4.11 Direction to Take Annual Leave – Excessive Balance

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

- (a) The Medical Officer has an annual leave balance in excess of two (2) years' accrual; and
- (b) 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
- (c) The Medical Officer and Mater have been unable to agree on mutually acceptable leave arrangements; and
- (d) 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
- (e) 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 Medical Officer's total leave balance below eight (8) weeks accrual.

4.12 Personal/Carer's Leave

4.12.1 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) 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.

4.12.2 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.

4.12.3 The following will also apply:

- (a) Leave may be taken for part of a day;
- (b) Medical Officers are required to notify their Manager as soon as possible of their absence and its expected duration;
- (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) Despite clause 4.12.3(c), Medical Officers may be notified that 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.
- (e) 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 the 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.

4.13 Compassionate Leave

4.13.1 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.

4.13.2 A Medical Officer may apply for additional unpaid leave in accordance with Mater Policy.

4.13.3 Casual Medical Officers are entitled to unpaid compassionate leave.

4.14 Public Holidays

4.14.1 Work performed by a Medical Officer on any day appointed under the *Holidays Act 1983* (Qld) or any day appointed 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 8.1.2 (Recall). For the purposes of this clause "one and a half times" means an additional 50% penalty payment for hours worked on a public holiday.

4.14.2 All work done by a Medical Officer 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 8.1.2 (Recall). For the purpose of this clause "double time and a half" means an additional 150% penalty payment for hours worked on a public holiday.

4.14.3 A Medical Officer (other than a casual Medical Officer), 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.

4.15 Jury Service

4.15.1 A Medical Officer, other than a casual Medical Officer required to attend jury service during their ordinary hours, will continue to be paid 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.

4.15.2 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.

4.15.3 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.

4.16 Reduced Activity Periods

4.16.1 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 Medical Officers six (6) weeks' notice of such planned reductions, which will usually coincide with holiday periods such as Easter and Christmas.

4.16.2 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:

- (a) Medical Officers will be requested to voluntarily:
 - (i) submit leave applications (eg. annual leave); and
 - (ii) access any ADO balances;
- (b) Subject to clause 4.16.2(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 4.11 (Direction to Take Annual Leave) except with respect to notice the following will apply:
 - (i) Mater will aim to provide a minimum of twenty-eight (28) days written notice in accordance with clause 4.11.1(d);
 - (ii) However, in the case of reduced activity periods, a minimum of fourteen (14) days written notice will apply.
- (c) A direction pursuant to clause 4.16.2(b) will not be given to a Medical Officer who applied for, and been refused, 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 Employees who wish to be considered for deployment; and
 - (ii) consult with those employee about potential deployment opportunities.

4.16.3 Employees may be directed to access any accrued ADO balances for the period.

4.16.4 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 Medical Officers appropriate notice.

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 of the 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.
- 5.1.3 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 the meal break.
- 5.1.4 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.

5.2 Averaging Arrangements

- 5.2.1 The thirty-eight (38) ordinary hours of work of Medical Officers can be averaged over a period of up to six (6) months, where agreed in advance in writing between Mater and the Medical Officer. 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 5.6 (Overtime).

5.3 Shift Penalties

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 4.14 (Public Holidays):

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 between midnight Friday and midnight Saturday.	50% penalty paid on hours worked within these hours.
Sunday	Means any shift worked between midnight Saturday and midnight Sunday.	100% penalty paid on hours worked within these hours.

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 rostered 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 Medical Officers.

5.4.4 Any proposed changes to the method of working the thirty-eight (38) hour week will be in accordance with clause 1.11 (Consultation) 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 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 the relevant overtime rates for all work performed on 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 Medical Officer's ordinary rate of pay.

5.5 Breaks Between Shifts

5.5.1 A Medical Officer 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.

5.5.2 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 Medical Officer concerned.

5.6 Overtime

5.6.1 A Medical Officer performing additional hours of duty in excess of the ordinary hours specified in clause 5.1 (Ordinary Hours of Work) of this Agreement shall be, subject to the relevant Executive Director or their delegate's approval shall be 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.

5.6.2 Payment in terms of clauses 5.6.1 will not be unreasonably withheld by Mater.

5.6.3 For clarity, only hours worked in excess of the ordinary hours contained in the Averaging Arrangement will be paid as overtime in accordance with this clause.

5.7 Clinical Support Time

5.7.1 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.

5.7.2 Mater acknowledges the benefits for all parties of including Medical Officers in these activities and supports participation in these activities during ordinary working hours as directed and planned by the Clinical unit leadership.

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

6 PART 6 - PROFESSIONAL SUPPORT

6.1 Professional Support

6.1.1 This clause will not apply to Medical Officers who are:

- (a) Interns; or
- (b) receiving the Vocational Training Subsidy in clause 6.2 (Vocational Training Subsidy).

6.1.2 Eligible Medical Officers 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 meet the costs associated with their profession at Mater and can be used to claim professional fees or for development activities or materials.

6.1.3 Eligible Medical Officers will be required to:

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

6.1.4 It is the Medical Officer's 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.

6.2 Vocational Training Subsidy

6.2.1 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 \$3000 per annum.

6.2.2 Part time Medical Officers will receive a pro rata amount of the Vocational Training Subsidy.

6.2.3 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 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.

6.2.4 Where a Medical Officer 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.

6.2.5 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.

6.2.6 For the sake of clarity a Medical Officer is only eligible to claim either the Professional Support or the Vocational Training subsidy at any one point in time, not both.

6.3 Professional Development Leave

- 6.3.1 All Medical Officers, 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.
- 6.3.2 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.
- 6.3.3 A Medical Officer 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) Medical Officers can undertake approved professional development activities outside ordinary working hours. Medical Officers are required to submit documentation in relation to the professional development activities they undertake outside their ordinary working hours along with a PDL application.
- 6.3.4 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 to continue to be carried out where necessary.
- 6.3.5 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 6.3.2.
- 6.3.6 All PDL shall be utilised to undertake relevant professional development activities as discussed and approved by the Medical Officer's Medical Director or delegate.
- 6.3.7 In the event that a Senior Medical Officer with a specialist qualification is employed as a Medical Officer 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 Medical Officer role. This clause is subject to the limitations upon accruals for Medical Officers, meaning their professional leave balance will not exceed 121.6 hours which is the two year accrual.

6.4 Access to Training Courses

- 6.4.1 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.
- 6.4.2 Medical Officers, 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.

6.5 Examination Leave

- 6.5.1 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.
- 6.5.2 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.

6.5.3 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.

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

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 wage classification level four (L4 – Shedule 1 – Wage Rates) 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 (Remote on Call) or 7.2 (Airway Emergency on Call) 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 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.

8.1.3 For the sake of clarity, if a Medical Officer is required to again perform duties within that two (2) hour period, no further minimum payment will apply.

8.1.4 A Medical Officer, 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, that such periods may occur after midnight.

8.1.5 Any recall payable will be in addition to the on call allowance.

8.1.6 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 .

9 PART 9 - 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 at the applicable overtime 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 Tea Breaks

9.2.1 Medical Officers 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.

9.3 Meal Allowances

9.3.1 A Medical Officer 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.

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 reasonable concerns they may have in relation to being placed in a role beyond their current level of professional capability.

11 PART 11 - FATIGUE RELATED MATTERS

11.1 Fatigue Management

11.1.1 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 11 (Fatigue Related Matters) 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.

11.1.2 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.

11.1.3 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.

11.2 Maximum Hours of Duty for Medical Officers

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

11.3 Fatigue Payment

11.3.1 Where a Medical Officer 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 Medical Officer 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.

11.3.2 If, on the instructions of the Medical Officer's Manager, the Medical Officer resumes or continues work without having had ten (10) consecutive hours off duty, the Medical Officer 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 occurred during such absence.

11.3.3 For Medical Officers who are rostered to perform on call, fatigue leave or fatigue payment will only apply where a Medical Officer 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 Medical Officer.

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

12.1 Primary place of work

12.1.1 A Medical Officer'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 12.2.1 will apply.

12.1.2 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 Medical Officer concerned.

12.2 Travelling and Relieving Expenses

12.2.1 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.

12.2.2 The provisions of 12.2.1 will only apply where the Medical Officer 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.

12.2.3 A Medical Officer must ensure that all personal expenses incurred while travelling on Mater related business (for example, for private meals, mini bar, personal telephone calls) are settled personally.

12.3 Excess Travelling Time

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

12.3.2 The provisions of 12.3.1 will only apply where the Medical Officer 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.

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 – UNION RELATED MATTERS

14.1 Delegates and Peer Nominated Workplace Representatives

14.1.1 Mater recognises the role of Australian Salaried Medical Officers' Federation Queensland (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.

14.1.2 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 Medical Officers as their nominated support person or to provide other reasonable support as required.

14.1.3 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.

14.2 Attendance at Industrial Education Training

14.2.1 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.

14.2.2 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.

15 PART 15 – OVERPAYMENT

15.1.1 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.

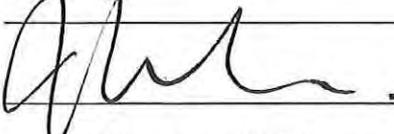
16 PART 16 – LEAVE RESERVED/NO EXTRA CLAIMS

16.1.1 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.

Schedule One – Wage Rates

Resident Medical Officers										
Classification Level	Pay Point	1-Jul-18			1-Jul-19			1-Jul-20		
		Hourly Rate	Per Fortnight	Per Annum	Hourly Rate	Per Fortnight	Per Annum	Hourly Rate	Per Fortnight	Per Annum
L1	PGY 1	\$ 37.8957	\$ 2,880.07	\$ 75,139	\$ 38.8431	\$ 2,952.07	\$ 77,018	\$ 39.8142	\$ 3,025.88	\$ 78,943
L2	PGY 2	\$ 41.0533	\$ 3,120.05	\$ 81,400	\$ 42.0796	\$ 3,198.05	\$ 83,435	\$ 43.1316	\$ 3,278.00	\$ 85,521
L3	PGY 3	\$ 44.2098	\$ 3,359.94	\$ 87,659	\$ 45.3150	\$ 3,443.94	\$ 89,850	\$ 46.4479	\$ 3,530.04	\$ 92,096
L4	REG 1	\$ 54.4747	\$ 4,140.07	\$ 108,012	\$ 55.8365	\$ 4,243.58	\$ 110,712	\$ 57.2324	\$ 4,349.66	\$ 113,480
L5	REG 2	\$ 56.0512	\$ 4,259.89	\$ 111,138	\$ 57.4525	\$ 4,366.39	\$ 113,916	\$ 58.8888	\$ 4,475.55	\$ 116,764
L6	REG 3	\$ 57.6309	\$ 4,379.95	\$ 114,270	\$ 59.0717	\$ 4,489.45	\$ 117,127	\$ 60.5485	\$ 4,601.69	\$ 120,055
L7	REG 4	\$ 59.9990	\$ 4,559.92	\$ 118,965	\$ 61.4990	\$ 4,673.92	\$ 121,939	\$ 63.0364	\$ 4,790.77	\$ 124,988
L8	REG 5	\$ 61.5802	\$ 4,680.09	\$ 122,100	\$ 63.1197	\$ 4,797.09	\$ 125,153	\$ 64.6977	\$ 4,917.02	\$ 128,282
L9	REG 6	\$ 63.1582	\$ 4,800.03	\$ 125,229	\$ 64.7372	\$ 4,920.03	\$ 128,360	\$ 66.3556	\$ 5,043.03	\$ 131,569
L10	SREG 1	\$ 69.4723	\$ 5,279.90	\$ 137,749	\$ 71.2092	\$ 5,411.90	\$ 141,193	\$ 72.9894	\$ 5,547.19	\$ 144,722
L11	SREG 2	\$ 71.8435	\$ 5,460.10	\$ 142,450	\$ 73.6396	\$ 5,596.61	\$ 146,012	\$ 75.4806	\$ 5,736.52	\$ 149,662
L12	SREG 3	\$ 74.2115	\$ 5,640.08	\$ 147,146	\$ 76.0668	\$ 5,781.08	\$ 150,824	\$ 77.9685	\$ 5,925.61	\$ 154,595
L13	SREG 4	\$ 76.5545	\$ 5,818.14	\$ 151,791	\$ 78.4683	\$ 5,963.59	\$ 155,586	\$ 80.4301	\$ 6,112.68	\$ 159,476

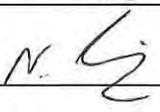
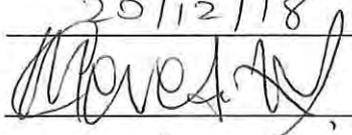
Signed for and on behalf of Mater:

Print Name: Ian Wright
Signature: 
Capacity: Acting Mater Group Chief Executive Officer
Address: Raymond Terrace, South Brisbane, QLD, 4101
Date: 19 DECEMBER 2018
In the presence of: CHERIE WILKINS

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

Print Name: _____
Signature: _____
Capacity: _____
Address: _____
Date: _____
In the presence of: _____

Signed for and on behalf of an Employee Bargaining Representative:

Print Name: Nicholas Rigby
Signature: 
Capacity: Representative of Employees (Fair Work Regs 2.06A)
Address: Raymond Tee, South Brisbane Qld, 4101
Date: 20/12/18
In the presence of:  Caroline Meredith