



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mater Misericordiae Limited T/A Mater Hospital Brisbane and Mater Misericordiae Mothers' Hospitals
(AG2016/1496)

MATER HEALTH SERVICES SENIOR MEDICAL OFFICERS' ENTERPRISE AGREEMENT 2015

Health and welfare services

COMMISSIONER ROE

MELBOURNE, 23 JUNE 2016

Application for approval of the Mater Health Services Senior Medical Officers' Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Mater Health Services Senior Medical Officers' Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Mater Misericordiae Limited T/A Mater Hospital Brisbane and Mater Misericordiae Mothers' Hospitals. 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. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Australian Salaried Medical Officers Federation and Together Queensland, Industrial Union of Employees being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement was approved on 23 June 2016 and, in accordance with s.54, will operate from 30 June 2016. The nominal expiry date of the Agreement is 31 March 2018.



COMMISSIONER

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**Mater Health Services
Senior Medical Officers'
Enterprise Agreement 2015**

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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 Senior Medical Officers' Enterprise Agreement 2015 (**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 31 March 2018.

1.4. Renewal or Replacement of Agreement

1.4.1. The Parties will commence negotiations at least three (3) months prior to the expiration of this Agreement.

1.5. Relationships to Other Industrial Instruments and Legislation

1.5.1. This Agreement is a comprehensive agreement and replaces all other awards, previous orders of industrial commissions or industrial agreements that would otherwise apply to Senior 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 Senior Medical Officers' 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 public health services to serve the needs of the Queensland community;
- (b) maintaining a stable industrial relations environment;
- (c) managing change in consultation with all relevant stakeholders;
- (d) collectively striving to achieve quality outcomes for patients;
- (e) working to sustain a skilled, motivated and adaptable workforce;
- (f) ensuring that workload is responsibly managed to ensure there are no adverse effects on Senior Medical Officers or patients; and
- (g) balancing service delivery needs with equity and work/life balance for Senior 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 Senior 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 Senior Medical Officers' Enterprise Agreement 2015*.
- (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 Senior Medical Officer; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Senior Medical Officer.
- (e) **Mater** for the purposes of this Agreement means Mater Misericordiae Health Services Brisbane Limited ACN 096 708 922 trading as:
 - (i) Mater Hospital Brisbane; and
 - (ii) Mater Misericordiae Mothers' Hospital.
- (f) **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 Senior Medical Officers Parties to, this Agreement.
- (g) **Mater Policy** means a policy or procedure in place within Mater.
- (h) **National Employment Standards (NES)** means the standards contained in Part 2-2 of the Act.
- (i) **Parties** means:
 - (i) Mater; and
 - (ii) Senior Medical Officers for whom classifications and rates of pay are prescribed.
- (j) **Representative** means a representative nominated by a Senior Medical Officer(s) who is affected by a major change, which may include a union representative or any other person chosen by that Senior Medical Officer.
- (k) **Senior Medical Officer** means a Mater Medical Officer classified in clause 3.3 of this Agreement and who is employed as at or subsequent to the date of approval by the Fair Work Commission.

(l) **Shift Worker**, for the purpose of section 87 of the Act, means a Senior Medical Officer who is regularly rostered to work their Standard Hours either:

- (i) Outside of 07:00 to 18:00 Monday to Friday; or
- (ii) On weekends.

In the case of (i) "regularly rostered" means rostered to work at least twenty (20) shifts where 50% of the shift falls outside 07:00 to 18:00 Monday to Friday, in a 12 month period.

In the case of (ii) "regularly rostered" means rostered to work their Standard Hours on at least twenty (20) weekends (Saturdays or Sundays) in a 12 month period.

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

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 Senior 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 Senior 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 Div 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 Senior 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 Senior 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 Senior 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 Senior 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 Senior 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 Senior Medical Officer being better off overall than the Senior 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 Senior Medical Officer; and
- (c) is signed by Mater and the Senior 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 Senior 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 Senior Medical Officer a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

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

1.11. Consultation

1.11.1. Mater is committed to consulting Senior Medical Officers when Mater decides to introduce a major change that affects the workforce.

- (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 Senior Medical Officers; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Medical Officers.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) Mater must notify the relevant Senior Medical Officers of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant Senior Medical Officers may appoint a Representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant Senior Medical Officer appoints, or relevant Senior Medical Officers appoint, a Representative for the purposes of consultation; and

- (b) the Senior Medical Officer(s) advise the employer of the identity of the Representative;
Mater must recognise the Representative.
- (5) As soon as practicable after making its decision, Mater must:
 - (a) discuss with the relevant Senior Medical Officers:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Senior Medical Officers; and
 - (iii) measures Mater is taking to avert or mitigate the adverse effect of the change on the Senior Medical Officers; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant Senior 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 Senior Medical Officers; and
 - (iii) any other matters likely to affect the Senior Medical Officers.
- (6) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Senior Medical Officers.
- (7) Mater must give prompt and genuine consideration to matters raised about the major change by the relevant Senior Medical Officers and their nominated Representative.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Mater, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on Senior Medical Officers if it results in:
 - (a) the termination of the employment of Senior Medical Officers; or
 - (b) major change to the composition, operation or size of Mater's workforce or to the skills required of Senior 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 Senior Medical Officers; or
 - (f) the need to relocate Senior Medical Officers to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) Mater must notify the relevant Senior Medical Officers of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant Senior Medical Officers may appoint a Representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant Senior Medical Officers appoints, or relevant Senior Medical Officers appoint, a Representative for the purposes of consultation; and
 - (b) the Senior Medical Officer(s) advise Mater of the identity of the Representative;
- Mater must recognise the Representative.
- (13) As soon as practicable after proposing to introduce the change, Mater must:
- (a) discuss with the relevant Senior Medical Officers and their nominated Representative the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Senior 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 Senior Medical Officers; and
 - (iii) information about any other matters that Mater reasonably believes are likely to affect the Senior Medical Officers; and
 - (c) invite the relevant Senior Medical Officers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Senior Medical Officers.
- (15) Mater must give prompt and genuine consideration to matters raised about the change by the relevant Senior Medical Officers and their nominated Representative.
- (16) In this term:
- relevant Senior Medical Officers means the Senior Medical Officers who may be affected by a change referred to in subclause (1).

1.12. Mater Medical Officers' Consultative Group

- 1.12.1. Mater Medical Officers' Consultative Group (MMOCCG) is a group that was formed for the purpose of acting as a consultative forum with respect to matters the subject of this Agreement. The terms of reference will be agreed between the Parties. It is agreed that the MMOCCG will meet at least five (5) times per annum. Parties, for the purpose of this clause, includes the Australian Salaried Medical Officers Federation and Together Queensland Industrial Union of Employees.

2. PART 2 – BASIS OF EMPLOYMENT

2.1 Full Time Senior Medical Officers

2.1.1. A full time Senior Medical Officer is a Senior Medical Officer who is engaged to work forty (40) hours per week. These are referred to as Standard Hours.

2.2. Part Time Senior Medical Officers

2.2.1. Part time Senior Medical Officer means a Senior Medical Officer other than a casual Senior 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 eighty (80) hours per fortnight.

2.2.2. The following will apply to part time Senior Medical Officers:

- (a) the span of a Standard Hours will be the same as those for a full time Senior Medical Officer;
- (b) they will be paid at the same hourly rate as a full time Senior Medical Officer for performing duties at the same classification level;
- (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.

2.2.3. Subject to the provisions contained in clause 2.2 of this Agreement, all other provisions of this Agreement applicable to full time Senior Medical Officers will apply pro rata to part time Senior Medical Officers.

2.3. Casual Senior Medical Officers

2.3.1. Casual Senior Medical Officer means a Senior Medical Officer, other than a part time Senior Medical Officer as defined in clause 2.2.1, who is engaged as a casual Senior Medical Officer and paid on an hourly basis to work generally for less than the Standard Hours worked by a full time Senior Medical Officer.

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

2.3.3. Where applicable, a casual Senior 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 Senior Medical Officers will be entitled to the shift penalty as prescribed in clause 5.3 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 4.2, a casual Senior Medical Officer will not be entitled to any other leave payment.

2.3.7. Casual Senior Medical Officers are not entitled to receive Professional Development Allowance.

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 three (3) calendar months' notice by either the Senior Medical Officer or Mater or by the forfeiture or payment of three (3) months' salary provided that the Senior Medical Officer and Mater may agree to a lesser period of 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, any payment will be equivalent to the amount the Senior Medical Officer would be paid had they worked until the end of the notice period.

2.6. Job Security and Redundancy

2.6.1. Mater is committed to maximising permanent employment and job security for its Senior Medical Officers.

2.6.2. Whilst Mater is committed to job security for all Senior 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 Senior Medical Officers to suitable alternative positions at any Mater 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 Senior Medical Officer's experience, skills, qualifications, training and any other relevant considerations; and
- (b) the terms and conditions of the position are similar to those provided to the Senior Medical Officer in the current position.

2.6.3. Any consideration of redundancies or redeployment of Senior Medical Officer positions' will follow the consultation process outlined in clause 1.11. A Senior Medical Officer may not unreasonably refuse a suitable alternative position. Where a Mater Senior Medical Officer is redeployed in accordance with this clause, no redundancy entitlement will be payable to the redeployed Senior Medical Officer.

2.6.4. 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. In addition, where Mater has given notice of termination to a Senior 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 Senior Medical Officer after consultation with the Senior Medical Officer's Director.

Redundancy pay period		
	Senior 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

Redundancy pay period		
	Senior Medical Officer's period of continuous service with the employer on termination	Redundancy pay period
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 Senior Medical Officers are set out in Schedule One, and incorporate wage increases paid in three instalments as follows:

- (a) 2.5% from the first full pay period on or after 1 July 2015; and
- (b) 2.5% from the first full pay period on or after 1 July 2016; and
- (c) 2.5% from the first full pay period on or after 1 July 2017.

There is no entitlement to any retrospective payment for a Senior Medical Officer who was employed prior to the date of approval by the Fair Work Commission but not afterwards.

3.2. Salary Sacrificing

3.2.1. By agreement with an eligible Senior Medical Officer, the current rate of pay specified in 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 classification structure, salaries and salary ranges shall apply as follows:

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

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

- 3.3.3. In the case of clause 3.3.1(a), a Senior Medical Officer shall not be entitled to receive an increase in salary by way of movement between Levels 13 and 14 until the Senior Medical Officer has been in receipt of such salary for a period of five (5) years.
- 3.3.4. In the case of clauses 3.3.1(b) and (c), a Senior Medical Officer shall progress through the salary range by annual increments on their anniversary date, provided that the Senior Medical Officer has received a satisfactory performance review.
- 3.3.5. In the case of clauses 3.3.1(d), Senior Medical Officers who are eligible may apply for a promotion to a Staff Specialist – Senior Status. An eligible Senior Medical Officer will:
- (a) have been employed by Mater to work regular shifts for a minimum of 12 months at Level 24; and
 - (b) have been eligible for specialist registration for at least seven (7) years; and
 - (c) have received satisfactory performance reviews, including confirmation of consistent values-aligned behaviour for at least two (2) years.

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

- 3.3.6. Salaries will be paid fortnightly by electronic transfer provided that payment by any other means will be at the discretion of Mater.
- 3.3.7. The salaries prescribed by this Agreement are expressed in hourly, 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. Each Senior Medical Officer covered by this Agreement will have contributions, from Mater paid to the Mercy Super Fund (or its successor in title) for so long as the Fund complies with 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.

3.5. Clinical Leader's Allowance

- 3.5.1. The Clinical Leader's Allowance prescribed in Schedule Two of this Agreement will be paid to a Senior Medical Officer who meets the eligibility criteria in accordance with Schedule Two.

3.6. Clinical Support Time

- 3.6.1. Clinical support time is guaranteed time that is provided during Standard Hours for duties that are not directly related to individual patient care (such as most aspects of the teaching, research, clinical governance, administration and other work related activities undertaken by Senior Medical Officers).
- 3.6.2. Mater acknowledges the need for providing clinical support time for the individual Senior Medical Officer in a way that compliments the operational requirements of the department/unit.

- 3.6.3. It is important that clinical support time address departmental needs and be determined in consultation with the respective Clinical Director. As such a minimum of 10% clinical support time will be available collectively for the medical staff of each medical operational unit with allocation of clinical support time duties determined by the Clinical Director. The amount of clinical support time should be determined with reference to relevant factors including but not limited to college guidelines, operational and administrative requirements, however all SMOs will have access to some clinical support time.
- 3.6.4. Clinical support activities will be undertaken at Mater, unless approved by the Clinical Director. Senior Medical Officers will not derive any additional income from activities undertaken during clinical support time other than that provided by Mater.
- 3.6.5. The Parties acknowledge that clinical support time is not intended to be used as a fatigue mitigation strategy.

3.7. Eminent and Pre-Eminent Specialist Status

- 3.7.1. As part of ensuring the provision of the best possible patient care, during the life of the Agreement, Mater commits to establishing a method of recognising a Senior Medical Officer's exceptional contribution to their area of speciality, in addition to the Standard Hours of work undertaken at Mater.
- 3.7.2. Mater will collaborate with Senior Medical Officers via the MMOCG to develop the replacement recognition process.
- 3.7.3. A Senior Medical Officer who has attained either Eminent or Pre Eminent Specialist status under the *Medical Officers' (Mater Misericordiae Public Hospitals) Enterprise Agreement 2010* will retain this status and any applicable payment until such time as they cease to undertake the additional work associated with the status.
- 3.7.4. Further, for Senior Medical Officers who have attained the eminent or pre-eminent status prior to the date of approval of this Agreement, the status is portable within Mater from one role to another providing:
- (a) employment continues under this Agreement; and
 - (b) employment status is either full time or part time; and
 - (c) the Senior Medical Officer continues to undertake the work associated with achieving the status.

4. PART 4 – LEAVE

4.1. Maternity and Adoption Leave

- 4.1.1. In accordance with Mater policy, eligible Senior Medical Officers will be entitled to paid maternity leave 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.

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

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

4.1.4. Senior Medical Officers are able to access annual leave and/or long service leave, where eligible, following a period of either paid or unpaid parental leave. The Senior Medical Officer may nominate the order in which leave is accessed, as detailed on the leave application form.

4.2. Long Service Leave

4.2.1. Senior 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.

4.2.2. Senior Medical Officers' entitlement to long service leave will be adjusted as follows:

- (a) Senior 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*;
- (c) Once a Senior Medical Officer's entitlement to long service leave has crystalized due to their length of service, the Senior Medical Officer will continue to have access to long service leave as it accrues;
- (d) Senior 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.

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

4.3. Annual Leave

4.3.1. All full time Senior Medical Officers are entitled to four (4) weeks annual leave each year. Part time Senior Medical Officers will be entitled to a pro rata number of hours.

4.3.2. A full time Senior Medical Officer who meets the definition of Shift Worker is entitled to an additional week's annual leave (40 hours) per year. This extra week of leave does not attract leave loading. Part time Senior Medical Officers who meet the definition of Shift Worker will be entitled to a pro rata number of additional hours.

4.3.3. Where the Senior Medical Officer meets the definition of a Shift Worker, they will not be entitled to the additional week's annual leave provided for in clause 7.2 even if they meet the required number of on call instances. For the avoidance of doubt, a Senior Medical Officer is entitled to accrue a maximum of five (5) weeks' annual leave per year.

4.3.4. Annual leave payments are calculated as follows:

Non-shift workers

Package	Details
Non Shift Workers Annual Leave Package	4 Weeks Annual Leave (160 hours) Annual Leave Loading on 4 weeks 17.5%
Payment	The Senior Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17.5% for 4 weeks.

Shift workers

Package	Details
Shift Workers Annual Leave Package	5 Weeks Annual Leave (200 hours) Annual Leave Loading on 4 weeks 17.5%
Payment	The Senior Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17.5% for 4 weeks.

Senior Medical Officers who meet on call requirements in clause 7.2

Package	Details
On Call Annual Leave Package	5 Weeks Annual Leave (200 hours) Annual Leave Loading on 4 weeks 17.5%
Payment	The Senior Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates) plus 17.5% for 4 weeks.

4.3.5. Leave debits will be equivalent to the Standard Hours a Senior 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.

4.4. Purchase of Leave

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

4.4.2. The effect is to provide a continuous reduced average salary over the twelve (12) month cycle that allows for the payment of a proportional salary to cover the period of the "extra" leave.

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

4.5. Cash Out of Leave

4.5.1. Cashing out of Annual Leave

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

A Senior Medical Officer may cash out their entitlement to annual leave provided that each request is made in writing and the Senior Medical Officer maintains a balance of at least four (4) weeks annual leave after cashing out the leave, in accordance with the provisions of the Act.

All requests and supporting documentation must be submitted in writing to the Group Director People and Culture.

4.5.2. Cashing out of Long Service Leave

Employees 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 grounds of financial hardship.

All requests and supporting documentation must be submitted in writing and approval is subject to the discretion of the Group Director People and Culture.

4.6. Direction to Take Leave

4.6.1. Annual Leave

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

4.7.2 Long Service Leave

- (a) A Senior Medical Officer may be directed to take long service leave in accordance with the *Industrial Relations Act 1999* (Qld) in circumstances where Mater and the Senior Medical Officer have been unable to agree on mutually acceptable leave arrangements.
- (b) Mater may decide when the Senior Medical Officer is to take leave by giving the Senior

Medical Officer at least three (3) months written notice of the date on which the Senior Medical Officer must take at least four (4) weeks long service leave.

4.7. Examination Leave

- 4.7.1. Where a Senior Medical Officer sits for an examination for approved additional qualifications, the Senior Medical Officer will be allowed such leave on full pay as is reasonable and necessary.
- 4.7.2. A Senior Medical Officer will always be allowed leave on full pay for each day of an approved examination plus one day prior to the examination.
- 4.7.3. 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.
- 4.7.4. The granting of all leave under clause 4.7.1 may not be unreasonably withheld by Mater.

4.8. Personal Leave

- 4.8.1. A Senior 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) 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.
- 4.8.2. A Senior Medical Officer may take paid personal/carer's leave if the leave is taken:
 - (a) because the Senior Medical Officer is not fit for work because of a personal illness, or personal injury, affecting the Senior Medical Officer; or
 - (b) to provide care or support to a member of the Senior Medical Officer's Immediate family, or a member of the Senior 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.
- 4.9.3 The following will also apply:
 - (a) Leave may be taken for part of a day;
 - (b) Entitlement to personal leave is conditional on the Senior Medical Officer promptly notifying Mater of their anticipated absence or absence and of its expected duration;
 - (c) An application for personal leave of more than two (2) days must be supported by a medical certificate or other acceptable evidence;
 - (d) Payment of personal leave is based on the ordinary rate being paid to the Senior Medical Officer immediately before the leave is taken. Leave debits will be equivalent to the ordinary hours the Senior 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.

4.9. Compassionate Leave

4.9.1. A Senior Medical Officer is entitled to two (2) days paid compassionate leave for each occasion (a permissible occasion) when a member of the Senior Medical Officer's immediate family, or a member of the Senior 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.

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

4.9.3. Casual Senior Medical Officers are entitled to unpaid compassionate leave.

4.10. Public Holidays

4.10.1. Work performed by a Senior Medical Officer on:

- (a) 1 January;
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) Easter Monday;
- (e) 25 April (Anzac Day);
- (f) Labour Day
- (g) Show Day (EKKA)
- (h) the Birthday of the Sovereign;
- (i) Boxing Day;
- (j) 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, with a minimum payment of four (4) hours except as per clause 8.1.1. For the purposes of this clause "one and a half times" means an additional 50% penalty payment for hours worked on a public holiday.

4.10.2. All work done by a Medical Officer on Easter Saturday and 25 December will be paid of the rate of double time and a half times the ordinary rate, with a minimum payment of four (4) hours except as per clause 8.1.1. For the purpose of this clause "double time and a half" means an additional 150% penalty payment for hours worked on a public holiday.

4.10.3. A Senior 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 Senior Medical Officer would ordinarily have been required to perform work on that day.

4.11. Jury Service

4.11.1. A Senior Medical Officer, other than a casual Senior Medical Officer, required to attend for jury service during their Standard Hours, will continue to be paid their base rate of pay by Mater. Any fees (other than meal allowance/s) received by the Senior Medical Officer to attend jury service will be reimbursed to Mater. Senior 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.

4.11.2. If the Senior 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 Senior Medical Officer would ordinarily be working for all or part of the remaining day, the Senior Medical Officer must, if practicable, present for work at the earliest reasonable opportunity.

5. PART 5 – HOURS OF WORK

5.1. Hours of Work

5.1.1. The hours of work for Senior Medical Officers will be forty (40) hours per week and are referred to in this Agreement as Standard Hours.

5.1.2. Senior Medical Officers can agree to work:

- (a) 8 continuous Standard Hours (excluding the meal break) each day; or
- (b) less than 8 Standard Hours (excluding the meal break) each day on one or more days each work cycle; or
- (c) more than 8 continuous Standard Hours (excluding the meal break) and rostering Senior Medical Officers off on various days of the week during a particular work cycle, so that each Senior Medical Officer has additional days off during the cycle; or
- (d) provided there is written agreement between Mater and the Senior Medical Officers concerned the Standard Hours may exceed 8 on any one day up to a maximum of 12 hours (exclusive of the meal break). Where there is an operational requirement for the Senior Medical Officer to receive a paid meal break in accordance with clause 9.1.3, the maximum hours of work will be 12 hours (inclusive of the 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 Standard Hours of forty (40) hours a week may be averaged across a roster cycle of no more than eight (8) weeks where agreed in advance in writing between Mater and a Senior Medical Officer. This is known as an Averaging Arrangement.

5.2.2. For clarity, only hours worked in excess of the Standard Hours contained in the Averaging Arrangement, will be paid as overtime in accordance with clause 5.6.

5.3. Shift Penalties

5.3.1. Penalty rates for afternoon, night and weekends will be paid where the shift meets the following definitions, except for public holidays where payment is provided for in clause 4.10.

Shift	Definition	Penalty
Afternoon	Means any shift worked Monday to Friday commencing on/or after 12:00 with the majority	15% penalty paid for the entire shift.

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

5.4. Rosters

- 5.4.1. Where practicable, Senior Medical Officers should not be rostered on weekends or be on-call, immediately prior to or after leave.
- 5.4.2. Any proposed changes to the method of working the forty (40) hour week will be in accordance with clause 1.11. Mater will give prompt and genuine consideration to matters raised about the roster.

5.5. Extended Hours of Work

- 5.5.1. Mater may consider the implementation of extended hours of work where it can be demonstrated there is a need to address service requirements based on patient demand or where additional benefit to patients could be achieved. In such instances consideration will be given to whether the arrangements are both safe and effective prior to any arrangements being implemented.
- 5.5.2. Under this clause "extended hours" means a Senior Medical Officer's Standard Hours may be extended until 22:00 on weekdays and from 07:00 - 22:00 Saturday and Sunday. Such an arrangement will not negate the Senior Medical Officer's entitlement to any provisions under this Agreement.
- 5.5.3. The process for implementing new extended hours arrangements or making significant and long-lasting amendments to existing extended hours arrangements will be in accordance with the clause 1.11 and will include the following steps:
 - (a) Presenting all affected Senior Medical Officers with a draft proposal for consultation that includes the following:
 - (i) the rationale for the proposal;
 - (ii) the type of work to be performed and the reasons for this;
 - (iii) the number and mix of existing staff working in the affected area;
 - (iv) implementation timeframes and mechanisms that provide a reasonable period of time for meaningful consultation with the relevant Senior Medical Officers;
 - (v) the arrangements that will be implemented to ensure maintenance of effective communication amongst Senior Medical Officers within the work area and the Senior Medical Officers' ability to participate in quality assurance and education activities;
 - (vi) identification of fatigue related risks and appropriate control measures;
 - (vii) circumstances under which extended hours arrangements will be suspended and/or ceased e.g. significant loss of staff participating in the roster or significant increase in the distribution of after hours work amongst affected Senior Medical Officers; and
 - (viii) any other relevant matters.

- (b) All affected Senior Medical Officers will be invited to participate in meaningful consultation, with Mater giving due consideration to any concerns and modifying the proposal where appropriate;
- (c) As part of the consultation process, Senior Medical Officers will be provided an opportunity to confirm their support or otherwise for the proposal. In the event that a Senior Medical Officer does not support the proposal, they will be asked to provide written reasons and to suggest an alternative proposal which Mater will then genuinely consider.
- (d) The genuine intention of the consultation process is to reach mutual agreement with affected Senior Medical Officers regarding the implementation of the extended hours proposal, in order to deliver safe, patient centred care. However Mater will retain the right to make the final decision after having fully considered all relevant factors raised through the consultation process.
- (e) All Parties will be notified in writing of the outcome of the consultation process. Should the outcome be such that there is to be an extension of hours, Senior Medical Officers will be provided with a minimum of one months' notice, prior to implementation.

5.5.4. For the sake clarity, this clause only applies to extending hours until 22:00 Monday to Sunday. Any extensions to Standard Hours beyond 22:00 will be via an Individual Flexibility Agreement between Mater and the affected Senior Medical Officer, in accordance with the clause 1.10.

5.6. Overtime

5.6.1. A Senior Medical Officer performing additional hours of duty in excess of the Standard Hours specified in clause 5.1 shall be, subject to the relevant 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 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. Senior Medical Officers who have an Averaging Arrangement in place will only be entitled to the payment of overtime in respect of clinical duties or other approved duties performed outside or in excess of Standard Hours contained in the Averaging Arrangement.

6. PART 6 - PROFESSIONAL DEVELOPMENT SUPPORT

6.1. Professional Development Allowance

6.1.1. Senior Medical Officers will be paid a Professional Development Allowance (PDA) of \$20,000 per annum, which will be paid as a fortnightly allowance. Part time employees will receive a pro rata amount.

6.2. Professional Development Leave

- 6.2.1. Senior Medical Officers who have been employed since 10 November 2014 will accrue 3.6 weeks' Professional Development Leave (PDL) each year, for a maximum of four (4) years. Part time employees will receive a pro rata amount.
- 6.2.2. Senior Medical Officers who commenced employment prior to 10 November 2014 will accrue 3.6 weeks of PDL for a maximum of up to ten (10) years.
- 6.2.3. Should a Senior Medical Officer covered by clause 6.2.1, upon application, request to retain their PDL balance after four (4) years for a specific reason and this is clearly detailed in the requisite application, this will be considered on a case by case basis.
- 6.2.4. A Senior Medical Officer is able to access their PDL accrual in two (2) ways:
- (a) during their Standard Hours of work; and
 - (b) outside their Standard Hours of work.
- 6.2.5. Senior Medical Officers are required to submit documentation in relation to the professional development activities they undertake outside their Standard Hours along with a leave application.
- 6.2.6. Where PDL is requested to be taken during a Senior Medical Officer's Standard Hours of work, approval shall be granted provided satisfactory arrangements can be made for services to continue to be carried out where necessary.
- 6.2.7. 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 clauses 6.2.1 and 6.2.2.
- 6.2.8. All PDL shall be utilised to undertake relevant professional development activities as discussed and approved by the Senior Medical Officer's Medical Director.

7. PART 7 - ON CALL

7.1. On Call Allowance

- 7.1.1. Where a Senior Medical Officer is instructed to be available on call outside Standard Hours or rostered working hours, the Senior Medical Officer will be paid a rate equivalent to 12% of the hourly pay rate for a salary level 24 for each hour on call.

7.2. Additional Annual Leave for Performance of On Call

- 7.2.1. Where a Senior Medical Officer is instructed to hold themselves available to be on call outside Standard Hours or rostered working hours and performs this for at least forty-five (45) instances in a twelve (12) month period from 1 July to 30 June (pro rata for part time Senior Medical Officers), the Senior Medical Officer will receive one (1) week's additional annual leave (pro rata for part time Senior Medical Officers). This will be accrued retrospectively at the end of the twelve (12) month period. This extra leave does not attract leave loading.
- 7.2.2. For the avoidance of doubt, a Senior Medical Officer can only be rostered for one (1) instance of on call per 24 hour period.

7.2.3. If the Senior Medical Officer also meets the definition of a Shift Worker and qualifies for the additional week for on call as per clause 7.2, the Senior Medical Officer will not be entitled to receive any more than five (5) weeks' annual leave in total.

8. PART 8 - RECALL

8.1. Recall

8.1.1. If a Senior Medical Officer who is on call is recalled to duty, they will be paid for the time worked at the applicable overtime rate for that particular day. The time is to be calculated from the time the Senior Medical Officer leaves their home until they return home with a minimum payment of two (2) hours (the minimum period).

8.1.2. A Senior 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.

9. PART 9 - MEAL BREAKS AND MEAL ALLOWANCES

9.1. Meal Breaks

9.1.1. Senior Medical Officers will be entitled to have an unpaid meal break clear of work commitments. Where meal breaks cannot be accessed the Senior Medical Officer 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; Senior 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.

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

9.2. Meal Allowance

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

10. PART 10 – HIGHER DUTIES AND SUPPLEMENTARY BENEFIT

10.1. Higher Duties

10.1.1. Where a Senior Medical Officer temporarily occupies a position which is attached to a higher classification for a period of more than three (3) days that Senior Medical Officer will receive the Clinical Leader's Allowance applicable to the position.

10.2. Supplementary Benefit (previously known as Right of Private Practice)

- 10.2.1. Upon appointment, Senior Medical Officers will be offered a contract which will provide a Supplementary Benefit and which will outline private practice arrangements as appropriate. This Supplementary Benefit does not form part of this Agreement.
- 10.2.2. Where there is organisational requirement to participate in private practice and a Senior Medical Officer is able to participate in private practice, then the Supplementary Benefit will be paid in accordance with conditions and formula detailed in the supplementary benefit contract.
- 10.2.3. The formulae for calculation of Supplementary Benefit payments do not form part of this Agreement and will be negotiated. Any proposed changes to Supplementary Benefit payments will be subject to Mater undertaking a consultation process with Senior Medical Officers as per clause 1.11.

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

11.1. Primary place of work

- 11.1.1. A Senior Medical Officer's primary place of work will be Mater's South Brisbane campus. However, it is acknowledged by the Parties that Mater may request a Senior Medical Officer to work at locations other than the primary place of work.
- 11.1.2. Mater will consult with the relevant Senior Medical Officer to discuss the opportunity and reasons required for working at other locations with the intention of being able to come to a mutually acceptable arrangement.
- 11.1.3. Wherever possible and appropriate, Mater will employ new Senior Medical Officers to undertake work at locations other than the primary place of work. It is acknowledged that clauses 11.1.1 and 11.1.2 may be necessary in order to support services at such locations.

11.2. Travelling and Relieving Expenses

- 11.2.1. A Senior 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 and incidental expenses necessarily incurred by the Senior Medical Officer.

11.3. Excess Travelling Time

- 11.3.1. At the discretion of Mater, a Senior Medical Officer who is required to travel away from Mater on official business at times outside their Standard Hours will be paid for that time at the appropriate hourly rate or by agreement, provided with time off in lieu.

12. PART 12 - FATIGUE RELATED MATTERS

12.1. Fatigue Management

- 12.1.1. Mater and Senior Medical Officers recognise that fatigue management is critical to safe work practices. A contemporary approach will be developed which confirms that Mater and Senior Medical Officers must work together to ensure:

- (a) all Senior Medical Officers are safe from fatigue hazards while at work;
- (b) when a Senior Medical Officer is fatigued, they will have access to facilities where they can

rest;

(c) patients will receive safe health care at Mater.

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

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.

12.1.4. Senior Medical Officers acknowledge their individual responsibility to report to the Director if they are fatigued.

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

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

13. PART 13 - DEVELOPMENT OF INITIATIVES

13.1. The Parties agree that the ongoing development and implementation of initiatives is crucial for the financial sustainability of Mater. For this, a continued focus of Senior Medical Officers and Mater on delivery of high quality, safe evidence base care underpinned by accountability for clinical practice review and improvement is required.

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

(a) Partner to develop a strong culture of clinical practice improvement and high reliability that embraces the principles of evidence based best practice, innovative models of care and efficient process design to deliver high quality, safe patient centred care;

(b) Review and investigate, with a view for implementation, alternative revenue generating options so far as is practicable within the Mater funding environment while maintaining a focus on high quality and safe patient centred care.

13.3. The Parties agree to meet to discuss any developments in line with the above, including any plans for implementation or reviews as is necessary.

14. PART 14 – OCCUPATIONAL HEALTH AND AMENITIES

14.1. Clothing and Laundry

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

15. PART 15 - WORKPLACE BULLYING AND SEXUAL HARASSMENT

- 15.1. Mater recognises that any form of workplace bullying is a serious workplace issue which is not acceptable and must be eliminated and will be dealt with via the relevant Mater Policy as amended from time to time by Mater.
- 15.2. Further, Mater recognises that harassment and sexual harassment is unlawful and unacceptable in the workplace and any concerns a Senior Medical Officer may have should be dealt with via the relevant Mater Policy as amended from time to time by Mater.

16. PART 16 - EQUITY CONSIDERATIONS

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

17. PART 17 – UNION RELATED MATTERS

- 17.1. Mater recognises the role of Australian Salaried Medical Officers Federation Qld (ASMOFQ) and Together Union (TU) delegates ("Union delegates") and peer nominated workplace representatives in the workplace and is supportive of their workplace representation. A Senior Medical Officer elected as a Union delegate will, upon notification to Mater by the Union, be recognised as an accredited representative of the Union.
- 17.2. 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 base rate of 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 ASMOFQ or Together Union meetings on site.
 - (c) Attendance at meetings with other Medical Officers as their nominated support person as required.
- 17.3. Medical Directors will ensure that Senior Medical Officers have an understanding of this arrangement and are supportive of delegates' involvement in the above activities. In addition, these Senior Medical Officers will be provided with access to reasonable use of existing facilities for the purpose of undertaking the above responsibilities, provided that any use of facilities is consistent with Mater policies and procedures and personal privacy and information security is maintained.
- 17.4. Attendance at Industrial Education Training**
- 17.4.1. Upon application to Mater, a Senior Medical Officer may be granted up to five (5) working days' leave (non-cumulative) on Ordinary pay each calendar year to attend Industrial Relations education training.

17.4.2. Additional leave, in any one (1) calendar year may be granted where approved training courses involve more than five (5) working days. This additional leave will be at the discretion of Mater.

18. PART 18 - OVERPAYMENT

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

19. PART 19 – LEAVE RESERVED/NO EXTRA CLAIMS

19.1. It is agreed that the following changes may be made to a Medical Officer's rights and entitlements during the life of this Agreement:

- (a) Rulings of the Fair Work Commission;
- (b) Mater Policies.

Schedule One – Wage Rates

Senior Medical Officers										
Level	Pay Point	1 July 2015			1 July 2016			1 July 2017		
		Hourly Rate	Per Fortnight	Per Annum	Hourly Rate	Per Fortnight	Per Annum	Hourly Rate	Per Fortnight	Per Annum
Senior Medical Officer General Practitioner										
L13	C1-1	67.5339	5,402.71	140,953	69.2222	5,537.78	144,477	70.9528	5,676.22	148,089
L14	C1-2	69.6451	5,571.61	145,359	71.3862	5,710.90	148,993	73.1709	5,853.67	152,718
L15	C1-3	71.7465	5,739.72	149,745	73.5402	5,883.22	153,489	75.3787	6,030.30	157,326
L16	C1-4	73.8769	5,910.15	154,192	75.7238	6,057.90	158,046	77.6169	6,209.35	161,998
L17	C1-5	75.9882	6,079.06	158,598	77.8879	6,231.03	162,563	79.8351	6,386.81	166,627
Staff Specialist										
L18	MO1-1	78.0022	6,240.18	162,802	79.9523	6,396.18	166,872	81.9511	6,556.09	171,044
L19	MO1-2	80.0928	6,407.42	167,165	82.0951	6,567.61	171,344	84.1475	6,731.80	175,628
L20	MO1-3	82.4893	6,599.14	172,167	84.5515	6,764.12	176,471	86.6653	6,933.22	180,883
L21	MO1-4	84.2706	6,741.65	175,885	86.3774	6,910.19	180,282	88.5368	7,082.94	184,789
L22	MO1-5	86.3592	6,908.74	180,244	88.5182	7,081.46	184,750	90.7312	7,258.50	189,369
L23	MO1-6	88.4499	7,075.99	184,608	90.6611	7,252.89	189,223	92.9276	7,434.21	193,953
L24	MO1-7	90.6039	7,248.31	189,103	92.8690	7,429.52	193,831	95.1907	7,615.26	198,677
Senior Staff Specialist										
L25	MO2-1	93.2794	7,462.35	194,688	95.6114	7,648.91	199,555	98.0017	7,840.14	204,544
L26	MO2-2	96.1091	7,688.73	200,594	98.5118	7,880.94	205,608	100.9746	8,077.97	210,749
L27	MO2-3	98.8975	7,911.80	206,413	101.3699	8,109.59	211,574	103.9041	8,312.33	216,863
Senior Staff Specialist - Eminent										
L28	MO3-1	103.0739	8,245.91	215,130	105.6507	8,452.06	220,508	108.2920	8,663.36	226,021
Senior Staff Specialist - Pre-Eminent										
L29	MO4-1	108.6469	8,691.75	226,762	111.3631	8,909.05	232,431	114.1472	9,131.78	238,242

Schedule Two – Clinical Leader’s Allowance

1. Purpose

1.1 The purpose of the Clinical Leader’s Allowance is to recognise those Senior Medical Officers undertaking leadership roles that require them to perform significant work in the leadership of the relevant department and/ or division, and who are therefore responsible for the strategic and operational management of other Senior Medical Officers.

2. Eligibility

2.1 In order to be eligible for the Clinical Leader’s Allowance the Senior Medical Officer must:

- (a) be working in the role that attracts the allowance. If the Senior Medical Officer ceases in that role the allowance will also cease; and
- (b) have a Performance Development Plan (PDP) in place which is signed off by both the Senior Medical Officer and their direct supervisor on or by 1 September of each calendar year. Further, this plan must contain outcomes related to:
 - (i) clinical governance;
 - (ii) strategic planning;
 - (iii) budget management;
 - (iv) team management;
 - (v) professional and clinical education and training.

3. Group Levels

3.1 The Clinical Leader’s Allowance will apply to positions where a Medical Director, who is a Senior Medical Officer, has leadership and management responsibilities at a divisional and/or departmental level. The allowance will be applied as follows:

Group	Description
Clinical Leader Group 1 (CLG1)	Medical Directors of a department who have leadership responsibilities and manage up to three (3) other Senior Medical Officers.
Clinical Leader Group 2 (CLG2)	Medical Directors of a department who have leadership responsibilities and manage more than three (3) other Senior Medical Officers.
Clinical Leader Group 3 (CLG3)	Medical Directors of a Department who have leadership and management responsibilities within their own department within their nominated hospital facility. For the sake of clarity this will not include the leads of clinical streams.

3.2 The Chief Operating Officer or relevant Group Director or their delegate will make the final decision about which level applies to a Senior Medical Officer, and the allowance that will be paid within the applicable grouping.

3.3 A Deputy Medical Director, who is a Senior Medical Officer, may be appointed to a large complex department and will be expected to have significant leadership and management responsibilities. Such an appointment would not be expected in a division that has multiple departments with their own medical directors. The position of Deputy Medical Director will be associated with a Clinical Leader’s Allowance at a level below that of the Medical Director to which they directly report.

3.4 An Assistant Director, who is a Senior Medical Officer, may be appointed where the individual Senior Medical Officer has professional and clinical leadership of a specific portfolio such as supervision of education and training. Such an appointment will not be associated with a Clinical Leader's Allowance but will be entitled to an allocation of non-clinical time as negotiated with their Medical Director.

4. Payment of Allowance

4.1 Those eligible as per the group levels detailed in Part 3, will be entitled to an allowance within the ranges detailed below:

Clinical Leader's Allowance Group	Gross annual allowance
CLG1 – Group 1	\$6,000 - \$11,999
CLG2 – Group 2	\$12,000- \$17,999
CLG3 – Group 3	\$18,000 - \$23,999

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

4.3 When a Senior Medical Officer becomes eligible for Clinical Leader's Allowance, or if the Senior Medical Officer moves between Groups due to being appointed to a role that is eligible to receive Clinical Leader's Allowance, that Senior Medical Officer will receive the Clinical Leader's Allowance at the base of the payment range for that respective Clinical Leader's Allowance Group. The intent is that Senior Medical Officers will have the ability to move within the allowance range of the respective group levels and the process for this will be developed through the MMOCG.

5. Definitions

5.1 The following definitions will apply for the purposes of this clause:

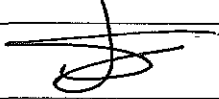
- (a) **Department** means a single group of Senior Medical Officers with similar qualifications – also referred to as subspecialty.

Signed for and on behalf of Mater:

Sean Hubbard
Chief Operating Officer
Mater Health

Print Name:

Signature:



Position:

Address:

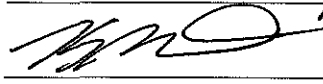
Raymond Terrace, South Brisbane

Date:

9/6/16

4101.

In the presence of:

 Kaylene Porter

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

Print Name: Alex Scott

Signature: 

Position: Secretary

Address: Level 1 27 Peel St. Sth Brisbane

Date: 8 June 2016

In the presence of: Robert Rule

Signed for and on behalf of the Australian Medical Association QLD and the Australian Salaried Medical Officers Federation:

Print Name:

James FINN

Signature:

James J. Finn

Position:

State Secretary Queensland Branch of ASMOF

Address:

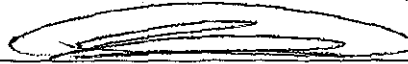
88 L'Estrange Terrace Kelvin Grove QLD

Date:

9/6/16

In the presence of:

PETER COCHRANE



Signed for and on behalf of an Employee Bargaining Representative:

Print Name:

Minda Lowry

Signature:

Minda Lowry

Position:

Staff Specialist

Address:

c/o Raymond Terrace, South Brisbane.

Date:

8/6/16

4101.

In the presence of:

Ann L. Hughes