



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Mater Misericordiae Health Services Brisbane Limited**  
(AG2014/7880)

### **MATER HEALTH SERVICES SENIOR MEDICAL OFFICERS’ ENTERPRISE AGREEMENT 2012**

Health and welfare services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 10 NOVEMBER 2014

*Application for approval of the Mater Health Services Senior Medical Officers’ Enterprise Agreement 2012.*

[1] An application has been made for approval of an enterprise agreement known as the *Mater Health Services Senior Medical Officers’ Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Mater Misericordiae Health Services Brisbane Limited. The 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.

[3] The Australian Salaried Medical Officers Federation and Together Queensland 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 is approved and in accordance with s.54 will operate from 17 November 2014. The nominal expiry date of the Agreement is 30 June 2015.

The seal of the Fair Work Commission is circular, with the text 'THE SEAL OF FAIR WORK COMMISSION' around the perimeter and the Australian coat of arms in the center. To the right of the seal is a handwritten signature in black ink.

DEPUTY PRESIDENT

**Mater Health Services Senior Medical Officers' Enterprise  
Agreement 2012**

## TABLE OF CONTENTS

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<b>1.</b>	<b>PART 1 – PRELIMINARY MATTERS .....</b>	<b>1</b>
1.1.	TITLE .....	1
1.2.	APPLICATION .....	1
1.3.	DATE AND PERIOD OF OPERATION .....	1
1.4.	RENEWAL OR REPLACEMENT OF AGREEMENT .....	1
1.5.	RELATIONSHIPS TO OTHER INDUSTRIAL INSTRUMENTS AND LEGISLATION .....	1
1.6.	OBJECTIVES OF THE AGREEMENT .....	1
1.7.	POSTING OF THE AGREEMENT .....	2
1.8.	DEFINITIONS .....	2
1.9.	PREVENTION AND SETTLEMENT OF DISPUTES .....	3
1.10.	FLEXIBILITY TERM .....	4
1.11.	CONSULTATION .....	5
1.12.	MATER MEDICAL OFFICERS’ CONSULTATIVE GROUP.....	7
<b>2.</b>	<b>PART 2 – BASIS OF EMPLOYMENT .....</b>	<b>7</b>
2.1.	CONFIRMATION OF EMPLOYMENT.....	7
2.2.	FULL TIME SENIOR MEDICAL OFFICERS .....	8
2.3.	PART TIME SENIOR MEDICAL OFFICERS.....	8
2.4.	CASUAL SENIOR MEDICAL OFFICERS .....	8
2.5.	RECOGNITION OF PREVIOUS SERVICE .....	9
2.6.	NOTICE OF TERMINATION OF EMPLOYMENT.....	9
2.7.	JOB SECURITY AND REDUNDANCY .....	9
<b>3.</b>	<b>PART 3 – WAGE AND SALARY RELATED MATTERS .....</b>	<b>10</b>
3.1.	WAGE INCREASES .....	10
3.2.	SALARY SACRIFICING.....	10
3.3.	CLASSIFICATION STRUCTURE, APPOINTMENTS, INCREMENTS AND PROGRESSION .....	11
3.4.	SUPERANNUATION .....	11
3.5.	CLINICAL LEADER’S ALLOWANCE.....	12
3.6.	EMINENT AND PRE-EMINENT SPECIALIST STATUS.....	12
3.7.	REPLACEMENT OF EXISTING STAFF AND REPORTING OF STAFFING LEVELS .....	12
<b>4.</b>	<b>PART 4 – LEAVE .....</b>	<b>12</b>
4.1.	PARENTAL LEAVE .....	12
4.2.	PAID MATERNITY AND ADOPTION LEAVE.....	13
4.3.	UNPAID PARENTAL LEAVE .....	13
4.4.	STATUTORY PAID LEAVE .....	13
4.5.	LONG SERVICE LEAVE .....	13
4.6.	ANNUAL LEAVE .....	14
4.7.	PURCHASE OF LEAVE .....	15
4.8.	CASH OUT OF LEAVE .....	15
4.9.	DIRECTION TO TAKE LEAVE .....	15
4.10.	EXAMINATION LEAVE.....	16
4.11.	PERSONAL LEAVE.....	16
4.12.	COMPASSIONATE LEAVE.....	17
4.13.	PUBLIC HOLIDAYS .....	17
4.14.	JURY SERVICE.....	18
<b>5.</b>	<b>PART 5 – HOURS OF WORK .....</b>	<b>18</b>
5.1.	HOURS OF WORK .....	18
5.2.	AVERAGING ARRANGEMENTS.....	19

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## TABLE OF CONTENTS

---

5.3.	SHIFT PENALTIES.....	19
5.4.	ROSTERS.....	20
5.5.	EXTENDED HOURS OF WORK.....	20
5.6.	OVERTIME.....	21
<b>6.</b>	<b>PART 6 - PROFESSIONAL DEVELOPMENT SUPPORT.....</b>	<b>21</b>
6.1.	PROFESSIONAL DEVELOPMENT ALLOWANCE.....	21
6.2.	PROFESSIONAL DEVELOPMENT LEAVE.....	21
<b>7.</b>	<b>PART 7 - ON CALL.....</b>	<b>22</b>
7.1.	ON CALL ALLOWANCE.....	22
7.2.	ADDITIONAL ANNUAL LEAVE FOR PERFORMANCE OF ON CALL.....	22
<b>8.</b>	<b>PART 8 - RECALL.....</b>	<b>23</b>
8.1.	RECALL.....	23
<b>9.</b>	<b>PART 9 - MEAL BREAKS AND MEAL ALLOWANCES.....</b>	<b>23</b>
9.1.	MEAL BREAKS.....	23
9.2.	MEAL ALLOWANCES.....	23
<b>10.</b>	<b>PART 10 – HIGHER DUTIES AND SUPPLEMENTARY BENEFIT/RIGHT OF PRIVATE PRACTICE (ROPP).....</b>	<b>23</b>
10.1.	HIGHER DUTIES.....	23
10.2.	SUPPLEMENTARY BENEFIT / RIGHT OF PRIVATE PRACTICE (ROPP).....	24
<b>11.</b>	<b>PART 11 – TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK.....</b>	<b>24</b>
11.1.	TRAVELLING AND RELIEVING EXPENSES.....	24
11.2.	EXCESS TRAVELLING TIME.....	24
<b>12.</b>	<b>PART 12 - FATIGUE RELATED MATTERS.....</b>	<b>24</b>
12.1.	FATIGUE MANAGEMENT.....	24
<b>13.</b>	<b>PART 13 - DEVELOPMENT OF INITIATIVES.....</b>	<b>25</b>
<b>14.</b>	<b>PART 14 – OCCUPATIONAL HEALTH AND AMENITIES.....</b>	<b>25</b>
14.1.	CLOTHING AND LAUNDRY.....	25
<b>15.</b>	<b>PART 15 - WORKPLACE BULLYING, HARASSMENT AND SEXUAL HARASSMENT.....</b>	<b>25</b>
<b>16.</b>	<b>PART 16 - EQUITY CONSIDERATIONS.....</b>	<b>25</b>
<b>17.</b>	<b>PART 17 – UNION RELATED MATTERS.....</b>	<b>26</b>
17.1.	COLLECTIVE INDUSTRIAL RELATIONS.....	26
17.2.	ATTENDANCE AT INDUSTRIAL EDUCATION TRAINING.....	26
<b>18.</b>	<b>PART 18 - OVERPAYMENT.....</b>	<b>27</b>
<b>19.</b>	<b>PART 19 – LEAVE RESERVED/NO EXTRA CLAIMS.....</b>	<b>27</b>
	<b>SCHEDULE ONE.....</b>	<b>28</b>
	WAGE RATES.....	28
	<b>SCHEDULE TWO.....</b>	<b>29</b>
	CLINICAL LEADER’S ALLOWANCE.....	29

**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 2012 (**Agreement**).

**1.2. Application**

1.2.1. This Agreement will apply to the Parties.

**1.3. Date and Period of Operation**

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

**1.4. Renewal or Replacement of Agreement**

1.4.1. The Parties will commence negotiations at least six (6) 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 your employment and nothing in this Agreement excludes the NES.

**1.6. Objectives of the Agreement**

1.6.1. The Parties are committed to:

- (a) maintaining and improving 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 2012*.
- (c) **Approval** means approval of the Agreement by the Fair Work Commission.
- (d) **Immediate family** means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the 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) For the purpose of clause 4.2, **Life of the Agreement** means until the nominal expiry date.
- (f) **Mater** for the purposes of this Agreement means Mater Misericordiae Health Services Brisbane Limited ACN 096 708 922 trading as:
  - (i) Mater Misericordiae Adult Public Hospital; and
  - (ii) Mater Misericordiae Children's Hospital (however Mater Misericordiae Children's Hospital will no longer form part of the definition of "Mater" for the purposes of this Agreement when the Department of Health withdraws its funding for the Mater Children's Hospital service; and
  - (iii) Mater Misericordiae Mothers' Hospital.
- (g) **Mater Medical Officers Consultative Group** means a group formed for the purpose of acting as a consultative forum with respect to matters the subject of this Agreement and whose members are representatives of, or in the case of Senior Medical Officers Parties to, this Agreement.
- (h) **Mater Policy** means a policy in place within Mater.
- (i) **National Employment Standards (NES)** means the standards contained in Part 2-2 of the Act.
- (j) **Ordinary pay** means the rate of pay that a Senior Medical Officer would normally expect to receive for working standard hours on an ordinary day of the week, including any above award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example shift allowances).
- (k) **Parties** means:

- (i) Mater;
  - (ii) Senior Medical Officers for whom classifications and rates of pay are prescribed; and
  - (iii) the unions covered by the Agreement.
- (l) **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. There is no entitlement to any retrospective payment for a person who was employed prior to the date of approval by the Fair Work Commission but not afterwards.
- (m) **Services** means services ordinarily performed by Mater Senior Medical Officers in the classifications set out in clause 3.3 of this Agreement.
- (n) **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 outside of 07:00 to 18:00 Monday to Friday, where “regularly rostered” means at least twenty (20) shifts where 50% of the shift falls outside of 07:00 to 18:00 Monday to Friday.
- (o) **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 National Employment Standards (NES) contained within the Act. Standard Hours are those hours which are paid at a Senior Medical Officer’s base rate of pay and do not attract any penalty payments.

## **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 or Senior Medical Officers and relevant supervisors and/or management.

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

1.9.5. The Fair Work Commission may deal with the dispute in two (2) stages:

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

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

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

1.9.6. A decision that 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 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 Senior Medical Officer to perform; or
  - (iv) there are other reasonable grounds for the Senior 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 Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 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
- (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 1.10.1(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) result 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 the employer 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 Enterprise Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the 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 and their nominated union representatives when Mater decides to introduce a major change that affects the workforce. Senior Medical Officers will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their nominated union representative and respond to such information.

- (a) This term applies if:
  - (i) Mater has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (ii) the change is likely to have a significant effect on Senior Medical Officers of the enterprise.
- (b) Mater must notify the relevant Senior Medical Officers of the decision to introduce the major change.
- (c) The relevant Senior Medical Officers may appoint a union representative for the purposes of the procedures in this term.
- (d) If:
  - (i) a relevant Senior Medical Officer appoints, or relevant Senior Medical Officers appoint, a union representative for the purposes of consultation; and

- (ii) the Senior Medical Officer or Senior Medical Officers advise the employer of the identity of the union representative; Mater must recognise the representative.
- (e) As soon as practicable after making its decision, Mater must:
  - (i) discuss with the relevant Senior Medical Officers:
    - a. the introduction of the change; and
    - b. the effect the change is likely to have on the Senior Medical Officers; and
    - c. measures Mater is taking to avert or mitigate the adverse effect of the change on the Senior Medical Officers; and
  - (ii) for the purposes of the discussion — provide, in writing, to the relevant Senior Medical Officers:
    - a. all relevant information about the change including the nature of the change proposed; and
    - b. information about the expected effects of the change on the Senior Medical Officers; and
    - c. any other matters likely to affect the Senior Medical Officers.
- (f) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Senior Medical Officers.
- (g) Mater must give prompt and genuine consideration to matters raised about the major change by the relevant Senior Medical Officers.
- (h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Mater, the requirements set out in sub clauses 1.11.1(b), 1.11.1(c) and 1.11.1(e) are taken not to apply.
- (i) In this term, a major change is *likely to have a significant effect on Senior Medical Officers* if it results in:
  - (i) the termination of the employment of Senior Medical Officers; or
  - (ii) major change to the composition, operation or size of Mater's workforce or to the skills required of Senior Medical Officers; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain Senior Medical Officers; or
  - (vi) the need to relocate Senior Medical Officers to another workplace; or
  - (vii) the restructuring of jobs.

#### 1.11.2. Change to regular roster or ordinary hours of work

- (a) For a change referred to in paragraph 1.11.1(i)(b):
  - (i) Mater must notify the relevant Senior Medical Officers of the proposed change; and
  - (ii) subclauses 1.11.2(b) to 1.11.2(f) apply.
- (b) The relevant Senior Medical Officers may appoint a representative for the purposes of the procedures in this term.

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

Mater must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, Mater must:
  - (i) discuss with the relevant Senior Medical Officers the introduction of the change; and
  - (ii) for the purposes of the discussion provide to the relevant Senior Medical Officers:
    - a. all relevant information about the change, including the nature of the change; and
    - b. information about what Mater reasonably believes will be the effects of the change on the Senior Medical Officers; and
    - c. information about any other matters that Mater reasonably believes are likely to affect the Senior Medical Officers.
- (e) 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).
- (f) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Senior Medical Officers.
- (g) Mater must give prompt and genuine consideration to matters raised about the change by the relevant Senior Medical Officers.
- (h) In this term "*relevant Senior Medical Officers*" means the employees who may be affected by a change referred to in sub clause 1.11.1(a).

## **1.12. Mater Medical Officers' Consultative Group**

1.12.1. During the life of the Agreement, the Parties will establish a Mater Medical Officer Consultative Group (MMOCCG). MMOCCG will meet bi-monthly.

1.12.2. The terms of reference will be agreed between the Parties.

## **2. PART 2 – BASIS OF EMPLOYMENT**

### **2.1. Confirmation of Employment**

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

## **2.2. Full Time Senior Medical Officers**

2.2.1. 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".

## **2.3. Part Time Senior Medical Officers**

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

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

- (a) the spread of a Senior Medical Officer's Standard Hours may be the same as those for a full time Senior Medical Officer;
- (b) they may be engaged to work regular hours each week provided that the hours are less than those of a full time Senior Medical Officer;
- (c) they will be paid at the same hourly rate as a full time Senior Medical Officer for performing duties at the same classification level;
- (d) they will be entitled to any applicable allowances on pro rata basis, based on the number of hours worked, provided that the following provisions apply in full:
  - (i) on call allowance; and
  - (ii) meal allowance.

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

## **2.4. Casual Senior Medical Officers**

2.4.1. Casual Senior Medical Officer means a Senior Medical Officer, other than a part time Senior Medical Officer as defined in clause 2.3.1, 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.

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

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

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

2.4.5. 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 2.4.6.

- 2.4.6. With respect to Sundays, casual Senior Medical Officers must be paid at the rate of double time and will not be entitled to an additional 23% loading.
- 2.4.7. The hourly rate for the purpose of clause 2.4.1 will be 1/80<sup>th</sup> of the ordinary fortnightly salary for the appropriate classification. A casual Senior Medical Officer may also be entitled to the payment of any applicable allowances based pro rata on the number of hours worked.
- 2.4.8. Except as under clause 4.5 Long Service Leave a casual Senior Medical Officer will not be entitled to any other leave payment.
- 2.4.9. Casual Senior Medical Officers are not entitled to receive Professional Development Allowance.

## **2.5. Recognition of Previous Service**

- 2.5.1. Recognition is in accordance with Mater Policy.

## **2.6. Notice of Termination of Employment**

- 2.6.1. Except in the case of dismissal for serious misconduct, 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.

## **2.7. Job Security and Redundancy**

- 2.7.1. The Parties acknowledge that job security for Senior Medical Officers assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 2.7.2. Whilst Mater is committed to job security for all Senior Medical Officers, there may be times that due to financial, funding or operational reasons that Mater may determine to make a particular position(s) redundant. Mater may redeploy Senior Medical Officers to suitable alternative positions at any Mater Health Services facility in the greater Brisbane region. An alternative position will be deemed to be suitable alternative employment if:
  - (a) the position is appropriate for the employee having regard to the employee's experience, skills, qualifications, training and any other relevant considerations; and
  - (b) the terms and conditions of the position are similar to those provided to the employee in the current position.
- 2.7.3. Mater Health Services includes:
  - (a) Mater Misericordiae Adult Public Hospital; and
  - (b) Mater Misericordiae Children's Hospital; (however Mater Misericordiae Children's Hospital will no longer form part of the definition of "Mater" for the purposes of this Agreement when the Department of Health withdraws its funding for the Mater Children's Hospital service); and
  - (e) Mater Misericordiae Mothers' Hospital; and

(f) any health service of Mater or any related, associated or subsidiary company of Mater which Mater operates or is contracted to operate or provide Services to.

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

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

<b>Redundancy pay period</b>		
	<b>Senior Medical Officer's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
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 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 October 2012
- (b) 2.5% from the first full pay period on or after 1 July 2013
- (c) 2.5% from the first full pay period on or after 1 July 2014.

#### **3.2. Salary Sacrificing**

3.2.1. By agreement 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:

	<b>Classification</b>	<b>Level/s</b>	<b>Known As</b>
(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. Provided that, in the case of clause 3.3.1(d), a new Senior Medical Officer shall be placed at a point within the relevant salary range according to their years of eligibility for specialist registration.

3.3.3. 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.

3.3.4. 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.

3.3.5. In the case of clauses 3.3.1(d), a Senior Medical Officer shall not be entitled to proceed by incremental progression to Level 25 unless the Senior Medical Officer has been eligible for specialist registration for at least seven (7) years and has received satisfactory performance reviews for at least two (2) years. Provided that a Senior Medical Officer may be appointed to such position by appointment to an advertised vacancy. Provided further that a Senior Medical officer shall progress through the salary range by annual increments on their anniversary date.

3.3.6. Senior Medical Officers must be given the opportunity to participate in a performance review and development process that will enable them to meet the requirements of clause 3.3.5. Where Senior Medical Officers have not been provided the opportunity to participate in such a process, they will increment to the next level in the absence of substantiated unsatisfactory performance reviews.

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

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

**3.4. Superannuation**

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

3.4.2. Each Senior Medical Officer covered by this Agreement will have all contributions, both Senior Medical Officer and Employer, paid to the default 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. Eminent and Pre-Eminent Specialist Status**

3.6.1. 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.

3.6.2. Mater will collaborate with Senior Medical Officers to develop the process which will replace the previous 'Eminent and Pre Eminent Specialist Status'.

3.6.3. The previous Eminent and Pre Eminent Specialist Status policy will cease to apply from the date of approval of this Agreement, however a Senior Medical Officer who has attained either Eminent or Pre Eminent Specialist status under the previous Enterprise Agreement will retain this status and any applicable payment until such time as they cease to undertake the additional work associated with the status.

3.6.4. 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.

### **3.7. Replacement of Existing Staff and Reporting of Staffing Levels**

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

## **4. PART 4 – LEAVE**

### **4.1. Parental Leave**

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



## **4.2. Paid Maternity and Adoption Leave**

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

- (a) 14 weeks paid maternity leave which may be taken at half pay for double the period of time;
- (b) 14 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time;
- (c) eligibility, notice requirements and other related information is detailed in Mater's Parental Leave Policy.

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

- (a) 12 weeks paid maternity leave which may be taken at half pay for double the period of time;
- (b) 12 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time;
- (c) eligibility, notice requirements and other related information is detailed in Mater's Parental Leave Policy.

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

## **4.3. Unpaid Parental Leave**

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

## **4.4. Statutory Paid Leave**

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

## **4.5. Long Service Leave**

4.5.1. 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.

4.5.2. 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) Senior Medical Officers, at the discretion of Mater, may apply to take long service leave at half pay for double the period of time;
- (d) for the sake of clarity, leave accrual whilst on leave at half pay will accrue at half pay;
- (e) the minimum period of leave is one (1) week.

**4.6. Annual Leave**

- 4.6.1. 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.
- 4.6.2. 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. This will be accrued retrospectively at the end of the twelve (12) month period from 1 July 2014 to 30 June 2015. Part time Senior Medical Officers who meet the definition of Shift Worker will be entitled to a pro rata number of additional hours.
- 4.6.3. 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.
- 4.6.4. 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 requirements On Call 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.

4.6.5. Leave debits will be equivalent to the ordinary 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. For the sake of clarity, leave accrual whilst on leave at half pay will accrue at half pay.

#### **4.7. Purchase of Leave**

4.7.1. 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.

4.7.2. 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.

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

#### **4.8. Cash Out of Leave**

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

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

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

#### **4.9. Direction to Take Leave**

4.9.1. Annual Leave

(a) Subject to the provisions of the Act, a 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; and
- (iv) subject to the Senior Medical Officer and Mater having the above conversations Mater provides the Senior Medical Officer with twenty-eight (28) days' notice in writing directing the Senior Medical Officer to take a period of leave and;
- (v) 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; and
- (vi) any period of directed leave under this clause must not reduce the Senior Medical Officer's total leave balance below two (2) years' accrual.

#### 4.9.2. 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:
  - (i) Mater and the Senior Medical Officer have been unable to agree on mutually acceptable leave arrangements, 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.

#### 4.10. Examination Leave

- 4.10.1. 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.
- 4.10.2. 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.
- 4.10.3. Additional leave as is necessary may be granted at the discretion of Mater to travel to and from the centre where the examination is being held.
- 4.10.4. The granting of all leave under clause 4.10.1 may not be unreasonably withheld by Mater.

#### 4.11. Personal Leave

- 4.11.1. 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.
- 4.11.2. 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
  - (c) the following will also apply:
    - (i) Leave may be taken for part of a day;
    - (ii) Entitlement to personal leave is conditional on the Senior Medical Officer promptly notifying Mater of their anticipated absence or absence and of its expected duration;
    - (iii) An application for personal leave of more than three (3) days must be supported by a medical certificate or other acceptable evidence

- (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.

#### **4.12. Compassionate Leave**

4.12.1. 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.

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

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

#### **4.13. Public Holidays**

4.13.1. 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) the Birthday of the Sovereign;
- (g) Christmas Day;
- (h) Boxing Day;
- (i) 14 November 2014 (Group of Twenty Leaders' Summit); or
- (j) any day appointed under the Holidays Act 1983, to be in place of any such holiday;

will be paid at the rate of one and a half times the ordinary rate.

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

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

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

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

#### **4.14. Jury Service**

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

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

4.14.3. 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.

4.14.4. 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 within the span of 07:00 to 18:00 Monday to Friday. These forty (40) hours 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 of work may exceed 8 standard hours on any one day up to a maximum of 12.5 hours (including 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) agreed in advance in writing between Mater and a Senior Medical Officer (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. An allowance of 15% will be paid to all ordinary time worked where:

- (a) the shift starts after 12:00 with the majority of work performed after 16:00, for shifts worked Monday to Friday; or
- (b) the shift starts after 18:00 and finishes prior to 07:00 the following day, for shifts worked Monday to Friday.

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

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

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

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

#### **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 the Consultation Clause 1.11 of this Agreement. 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 7:00 - 22:00 Saturday and Sunday.
- 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 as follows:
  - (a) notify the relevant Senior Medical Officers;
  - (b) present all parties 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 time frames 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 on the roster or significant increase in the distribution of after hours work amongst affected Senior Medical Officers; and
    - (viii) any other relevant matters
  - (c) 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;
  - (d) 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;
  - (e) the genuine intention 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;

- (f) 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;
- (g) for the sake clarity, this clause 5.5 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 Flexibility Clause 1.10 of this Agreement.

## **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 of this Agreement shall be, subject to the relevant Executive Director or their delegate determining that payment is justified, paid for such excess duty hours as follows:

- (a) Monday to Saturday – time and one-half for the first 3 hours and double time thereafter;
- (b) Sunday – double time;
- (c) public holidays – double time and one-half.

5.6.2. 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.

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

5.6.4. 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 were employed prior to the date of approval of this Agreement will accrue 3.6 weeks' Professional Development Leave (PDL) each year, for a maximum of ten (10) years. Part time employees will receive a pro rata amount.

6.2.2. Senior Medical Officers who commence employment after the approval date of this Agreement will only accrue 3.6 weeks of PDL for a maximum of up to four (4) years. Should a Senior Medical Officer covered by clause 6.2.2, upon application, request to retain their professional development leave

balance after four (4) years for a specific reason and this is clearly detailed in the requisite application, this will be considered for approval on a case by case basis.

6.2.3. A Senior Medical Officer is able to access their PDL accrual in three (3) ways:

- (a) for professional development activities that are to occur during ordinary working hours, a Senior Medical Officer will apply in advance via a leave application;
- (b) from the date of approval of this Agreement, Senior Medical Officers will be able to undertake approved professional development activities outside ordinary working hours. Senior Medical Officers will be required to submit documentation in relation to the professional development activities they undertake outside their ordinary working hours along with a leave application;
- (c) from the date of approval of this Agreement, Senior Medical Officers who have already undertaken professional development activities outside their ordinary working hours within the previous twelve (12) month period of their employment at Mater, may submit evidence of attendance at the professional development activity and a retrospective leave application for consideration by the relevant Medical Director.

6.2.4. Senior Medical Officers, will be entitled to access their accrued Professional Development Leave outside their rostered hours of work.

6.2.5. 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 continue to be carried out where necessary.

6.2.6. No cash payment will be made in lieu of PDL, including upon resignation, retirement, and termination of services or exceeding the maximum accumulation years in accordance with clauses 6.2.1 and 6.2.2.

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

6.2.8. In the event that a Senior Medical Officer voluntarily reverts to be employed as a Resident Medical Officer (RMO) and is continuously employed by Mater, accrued professional development leave will continue to be available to the Senior Medical Officer in their Resident Medical Officer role, subject to the limitations upon accruals for Resident Medical Officers and will be taken at the applicable Resident Medical Officer rate of pay.

## **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 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 or rostered working hours and performs this for at least forty-five (45) instances in a twelve

(12) month period from 1 July 2014 to 30 June 2015, 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 from Monday to Friday, they will be paid for the time worked at one and a half times the ordinary hourly rate. 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) for the first recall and one hour for any subsequent recall within any period of 24 hours. An exception to this is that any recall within the minimum period may not be regarded as a separate call out.

## **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 Senior Medical Officers will be paid overtime, at the applicable rate for that particular day, for a period of thirty (30) minutes.

9.1.2. Mater will facilitate access to meal breaks however; 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.

### **9.2. Meal Allowance**

9.2.1. A Senior Medical Officer who is called upon to work unexpected overtime and the shift is in excess of twelve (12) continuous hours, will be paid a meal allowance of \$9.60. In the event Mater is able to provide the 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/RIGHT OF PRIVATE PRACTICE (ROPP)**

### **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 / Right of Private Practice (ROPP)**

- 10.2.1. Upon appointment, Senior Medical Officers will be offered a Supplementary Benefit/ Right of Private Practice (ROPP) Contract which outlines the private practice arrangements and does not form part of this Agreement.
- 10.2.2. Where there is an ability to participate in private practice and the Senior Medical Officer elects to receive the Supplementary Benefit/ROPP payment, it will be a requirement for the Senior Medical Officer to participate in private practice arrangements.
- 10.2.3. The formulae for calculation of Supplementary Benefit/ROPP payments do not form part of this Agreement and will be negotiated via the Supplementary Benefit/ROPP contract. Any proposed changes to Supplementary Benefit/ROPP contract will be subject to Mater undertaking a consultation process with Senior Medical Officers as per with the consultation clause 1.11 of this Agreement.

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

### **11.1. Travelling and Relieving Expenses**

- 11.1.1. An eligible Senior Medical Officer who is required to travel on official duty or to take up duty away from the medical officer's usual place of work to relieve another Senior Medical Officer or to perform special duty is allowed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the Senior Medical Officer in accordance with Mater Policy.

### **11.2. Excess Travelling Time**

- 11.2.1. 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 Health Services.

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

- 12.1.3. Further, it is expected that at the local departmental level, a risk assessment will be undertaken and a pre-arranged process will be implemented to manage fatigue where required.
- 12.1.4. A Senior Medical Officer who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had a "fatigue break" of ten (10) hours will, subject to the relevant Executive 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.
- 12.1.5. Provided that fatigue leave will not be attracted 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 both the financial sustainability of Mater. For this, a continued focus of Senior Medical Officers and Mater on clinical practice review and improvement is required.
- 13.2. The Parties are committed during the Life of this Agreement to:
- (a) Partner with Senior Medical Officers 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 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, HARASSMENT 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. Collective Industrial Relations**

- 17.1.1. Mater recognises the role of Together Union, and Australian Salaried Medical Officers Federation (Qld) (ASMOFQ) ("Union delegates") and peer nominated workplace representatives in the workplace and is supportive of their workplace representation. A 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.
- 17.1.2. To this end, provided service delivery is not disrupted and work requirements are not unduly affected, Union delegates and workplace representatives will be entitled, at ordinary pay, to carry out the following responsibilities required of their role (as relevant):
- (a) attendance, without loss of payment, in Enterprise Agreement bargaining on behalf of the Mater staff/Union;
  - (b) attendance at Together Union or ASMOFQ branch meetings on site;
  - (c) attend meetings with other Senior Medical Officers as their nominated support person as required.
- 17.1.3. 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.

**17.2. Attendance at Industrial Education Training**

- 17.2.1. 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.
- 17.2.2. Additional leave, in any one calendar year may be granted where approved training courses involve more than five (5) working days. This leave will be subject to consultation between Mater, the relevant union and the Senior Medical Officer.
- 17.2.3. Upon request and subject to approval by Mater, and evidence of appropriate union authorisation, Senior Medical Officers may be granted up to three (3) days paid leave in order to attend union conferences and council meetings. Upon request, and subject to approval by Mater, Senior Medical

Officers may be granted additional paid time off in special circumstances to attend union conferences and ACTU congress.

**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. This Agreement is in full and final settlement of all Parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not with the exception of the matters in this clause. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

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

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

## Schedule One

## Wage Rates

Classification Level	Pay Point	Wage Rates payable from 01/10/12		Wage Rates payable from 01/07/13		Wage Rates payable from 01/07/14	
		Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
		\$	\$	\$	\$	\$	\$
L13	C1-1	5,016.96	130,889	5,142.38	134,161	5,270.93	137,515
L14	C1-2	5,173.77	134,980	5,303.13	138,355	5,435.72	141,814
L15	C1-3	5,329.92	139,054	5,463.16	142,530	5,599.73	146,093
L16	C1-4	5,488.15	143,182	5,625.37	146,762	5,766.00	150,431
L17	C1-5	5,645.00	147,274	5,786.13	150,956	5,930.78	154,730
L18	MO1-1	5,794.64	151,178	5,939.48	154,957	6,087.97	158,831
L19	MO1-2	5,949.91	155,229	6,098.67	159,110	6,251.15	163,088
L20	MO1-3	6,127.95	159,874	6,281.16	163,871	6,438.19	167,968
L21	MO1-4	6,260.31	163,327	6,416.81	167,410	6,577.22	171,595
L22	MO1-5	6,415.47	167,375	6,575.84	171,559	6,740.23	175,848
L23	MO1-6	6,570.74	171,426	6,735.02	175,712	6,903.40	180,105
L24	MO1-7	6,730.77	175,601	6,899.04	179,991	7,071.52	184,491
L25	MO2-1	6,929.51	180,786	7,102.76	185,306	7,280.34	189,939
L26	MO2-2	7,139.75	186,271	7,318.25	190,928	7,501.20	195,701
L27	MO2-3	7,346.88	191,675	7,530.56	196,467	7,718.83	201,379
L28	MO3-1	7657.16	199,770	7848.58	204,764	8044.80	209,883
L29	MO4-1	8071.16	210,570	8272.94	215,835	8479.76	221,231



## 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 Division or Department who have leadership and management responsibilities within their own department and/or division, and work at an Executive level.

3.2 The relevant Executive Director 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 effective from the first full pay period after the approval of this Agreement by the Fair Work Commission. This annual allowance will be paid fortnightly. Part Time Senior Medical Officers who meet the eligibility requirements above will receive a pro rata amount.

4.3 Those Senior Medical Officers who currently receive the Clinical Manager's Allowance will continue to receive this allowance until such time as the Agreement is approved by the Fair Work Commission. At the time of approval, such entitlement will cease.

4.4 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.

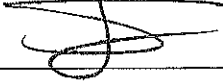
**5. Definitions**

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

- (a) **Executive level** means whole of hospital or organisation level
- (b) **Divisional level** means the encompassing of one or more departments and/or subspecialty areas
- (c) **Department** means a single group of Senior Medical Officer with similar qualifications – also referred to as subspecialty.

Signed for and on behalf of Mater:

Print Name: SEAN HUBBARD

Signature: 

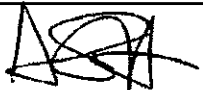
Position: EXECUTIVE DIRECTOR - MATER AWC

Date: 14/10/14

In the presence of: K D Just Katherine Sweet

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

Print Name: ALEX SCOTT

Signature: 

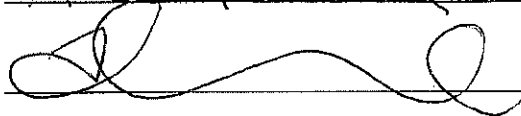
Position: Secretary

Date: 15 OCT 2014

In the presence of: DAN GOLDMAN

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

Print Name: A E TURNER

Signature: 

Position: Advocate, AMO of Q

Date: 14 October 2014


In the presence of: Luke Donaldson

**Signed for and on behalf of an Employee Bargaining Representative:**

Print Name:

ROHAN LOURIE

Signature:



Position:

Employee Bargaining Representative

Date:

14.10.14

In the presence of:

Nicholas Beckers 