

Mater Health Services Visiting Medical Officer Enterprise Agreement 2012

TABLE OF CONTENTS

1	PART 1 – PRELIMINARY MATTERS	3
1.1	TITLE	3
1.2	APPLICATION	3
1.3	DATE AND PERIOD OF OPERATION	3
1.4	RENEWAL OR REPLACEMENT OF AGREEMENT	3
1.5	RELATIONSHIPS WITH AWARDS, AGREEMENT AND OTHER CONDITIONS	3
1.6	FLEXIBILITY TERM	3
1.7	DEFINITIONS	4
1.8	COMMITMENT TO CONSULTATION	5
1.9	PREVENTION AND SETTLEMENT OF DISPUTES	5
2	PART 2 – BASIS OF EMPLOYMENT	6
2.1	CONTRACT OF EMPLOYMENT	6
2.2	PERMANENT EMPLOYEE	7
2.3	TEMPORARY EMPLOYEES	7
2.4	CASUAL EMPLOYEES	8
2.5	INDEMNITY	8
2.6	RECOGNITION OF PREVIOUS SERVICE	8
2.7	TERMINATION OF EMPLOYMENT	8
2.8	REDUNDANCY	8
3	PART 3 – WAGE AND SALARY RELATED MATTERS	9
3.1	WAGE INCREASES	9
3.2	RETROSPECTIVE PAYMENTS	9
3.3	PRIVATE PRACTICE PAYMENT RATE	10
3.4	SALARY SACRIFICING	10
3.5	PAYMENT FOR SERVICES	11
3.6	COMMENCING RATES	11
3.7	MOVEMENT WITHIN CLASSIFICATION LEVELS	12
3.8	ELIGIBILITY FOR APPLICATION FOR PROMOTION TO VISITING SENIOR SPECIALIST	12
3.9	SUPERANNUATION	12
4	PART 4 – HOURS OF WORK	12
4.1	HOURS OF WORK	12
4.2	ON CALL	13
4.3	RECALL	13
4.4	OVERTIME	14
4.5	FLEXIBLE SESSIONS	14
5	PART 5 – LEAVE	15
5.1	PARENTAL LEAVE	15
5.2	LONG SERVICE LEAVE	16
5.3	ANNUAL LEAVE	16
5.4	PURCHASE OF LEAVE	16
5.5	CASH OUT OF ANNUAL LEAVE AND LONG SERVICE LEAVE	16
5.6	DIRECTION TO TAKE ANNUAL LEAVE	17
5.7	EXAMINERS LEAVE	17
5.8	COUNCIL LEAVE	17

5.9	PERSONAL LEAVE/CARERS LEAVE	18
5.10	COMPASSIONATE LEAVE	18
5.11	PUBLIC HOLIDAYS	18
5.12	PROFESSIONAL DEVELOPMENT SUPPORT.....	19
6	PART 6 - ALLOWANCES.....	19
6.1	PROFESSIONAL DEVELOPMENT ALLOWANCE.....	19
6.2	VMO LEADERS ALLOWANCE	20
7	PART 7 – DEVELOPMENT OF INITIATIVES.....	20
8	PART 8 – ORGANISATIONAL CHANGE AND RESTRUCTURING.....	21
9	PART 9 – LEAVE RESERVED/NO EXTRA CLAIMS	21

SCHEDULE 1 WAGE RATES

1 PART 1 – PRELIMINARY MATTERS

1.1 TITLE

This Agreement will be known as *Mater Health Services Visiting Medical Officer Enterprise Agreement 2012 (Agreement)*.

1.2 APPLICATION

This Agreement will apply to the Parties.

1.2.1 Coverage

The definition of Parties is contained with clause 1.7 of this Agreement.

For the sake of clarity; only those employees who are not eligible to be covered by the *Mater Misericordiae Public Hospitals (Brisbane) Medical Officers Enterprise Agreement 2010* (Medical Officer EA), as replaced from time to time, may be covered by this Agreement.

1.3 DATE AND PERIOD OF OPERATION

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

1.4 RENEWAL OR REPLACEMENT OF AGREEMENT

The Parties will make all reasonable attempts to commence discussions at least six (6) months prior to the nominal expiry date of this Agreement.

1.5 RELATIONSHIPS WITH AWARDS, AGREEMENT AND OTHER CONDITIONS

This Agreement will replace the Previous Agreement.

The Previous Agreement will cease to apply from the date of approval of this Agreement.

This Agreement will be read as a standalone agreement and not in conjunction with any other agreement or award.

1.6 FLEXIBILITY TERM

1.6.1 Mater and a Visiting Medical Officer (VMO) covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

1.6.1.1 The Agreement deals with one (1) or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances;
- (e) leave loading; and

1.6.1.2 the arrangement meets the genuine needs of Mater and the VMO in relation to one (1) or more of the matters mentioned in 1.6.1.1; and

1.6.1.3 The arrangement is genuinely agreed to by Mater and the VMO.

1.6.1.4 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 VMO being better off overall than the VMO would be if no arrangement was made.

1.6.1.5 Mater must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Mater and the VMO; and
- (c) is signed by Mater and the VMO; and
- (d) includes details of:
 - i. the terms of this Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the VMO will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.

1.6.1.6 Mater must give the VMO a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.6.1.7 Mater or the VMO may terminate the individual flexibility arrangement:

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

1.7 DEFINITIONS

In this Agreement, the following definitions apply:

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

AMAQ means the Australian Medical Association – Queensland.

Appropriate sessional rate means the hourly rate including the private practice payment where appropriate.

Approval means approval of this Agreement by the Fair Work Commission (FWC).

Mater means Mater Misericordiae Health Services Brisbane Limited ABN 83 096 708 922 trading as:

- Mater Misericordiae Adult Hospital; and
- Mater Misericordiae Children’s Hospital; (provided that Mater Misericordiae Children’s Hospital will no longer form part of the definition of “Mater” for the purposes of this Agreement when the Queensland Health contract with Mater Health Services for the provision of Children’s Public Health Services ceases); and

- Mater Misericordiae Mothers' Hospital.

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

Parties means:

- Mater;
- employees for whom classifications and rates of pay are prescribed in Schedule 1; and
- AMAQ.

Previous Agreement means the *Terms and Conditions of Employment, Queensland Government VMOs 2005* ("2005 VMO Agreement") which was administratively applied by Mater.

Sessional Services means a scheduled period of working time which may be of any length but shall not exceed 10 hours in any one day and includes the provision of clinical services, attendance at authorised meetings, Undergraduate and Postgraduate teaching, management of a clinical unit, facility or department, formal research programs and quality assurance programs as required by Mater. Mater acknowledges that VMO's have responsibilities to satisfy the requirements of the Australian Health Practitioner Regulation Agency (AHPRA).

Shift Worker, for the purpose of section 87 of the Act, means a VMO who is regularly rostered, in each roster period, to work their ordinary hours outside of 7.00am to 6.00pm Monday to Friday. Regularly rostered means; regularly rostered to work on site in a 24hour/7 day a week roster which includes overnight shifts.

VMO means an employee who is described and paid in accordance with the Classifications and Grades contained within Schedule 1 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 VMO who was employed prior to the date of approval by the Fair Work Commission but not thereafter.

1.8 COMMITMENT TO CONSULTATION

- The Parties will establish consultative forums as required on an agreed basis.
- The Parties recognise that for the Agreement to be successful, the initiatives contained within this Agreement need to be implemented through an open and consultative process.
- Mater is committed to involving VMOs and the AMAQ in processes affecting VMOs. VMOs will be encouraged to participate in the consultation processes through Mater's commitment to allowing adequate time to understand, analyse, seek appropriate advice from AMAQ and respond to such information.
- Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party's views.

1.9 PREVENTION AND SETTLEMENT OF DISPUTES

The Parties will use their best endeavours to co-operate in order to avoid disputes arising between the Parties or between Mater and individual VMOs. The emphasis will be on resolving the issue at the earliest possible stage in the process. Two or more current disputes made by the same VMO about related matters, or a grievance from more than one VMO about related matters may be dealt with as one grievance.

In the event of any disagreement between the Parties as to the interpretation, application or implementation of this Agreement, or in relation to the National Employment Standards (as required by section 186(6)(a)(ii) of the Act), the following procedures shall be followed:

- (a) A dispute is identified at the local level by the VMOs concerned and a management representative and an initial discussion should take place at this level. This stage shall take no longer than 7 days;
- (b) If the Parties at the local level cannot resolve the matter, it should be referred to the next level of Mater management for resolution. This stage shall take no longer than 14 days;
- (c) If the matter cannot be resolved, then the matter is referred to the nominated AMAQ or other representative and the relevant senior Manager for discussion. Discussion is to occur as soon as is practicable;
- (d) Where a bona fide safety issue is involved Mater shall ensure that:
 - i. The status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
 - ii. VMOs shall not work in an unsafe environment. Where appropriate the VMOs shall accept reassignment to alternative suitable work/work environment in the meantime;
 - iii. The Safety, Health and Wellbeing Unit will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards;
- (e) Provided that maintenance of the status quo shall not apply in an unsafe environment; and
- (f) If the matter identified in subclause (c) remains unresolved then either party may refer the matter to the Fair Work Commission to settle the disagreement. The Fair Work Commission may deal with the dispute in two stages:
 - i. 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
 - ii. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (a) arbitrate the dispute; and
 - (b) make a determination that is binding on the Parties.

Without limiting a VMO's right to pursue a grievance, no party shall use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring.

2 PART 2 – BASIS OF EMPLOYMENT

2.1 CONTRACT OF EMPLOYMENT

- 2.1.1** Each VMO will receive, on or prior to their commencement with Mater, a letter of appointment (contract) which sets out their classification level, status (casual, temporary or permanent) and their commencement date.
- 2.1.2** Except in the case of a casual employee, a VMO will be appointed to provide sessional services at times scheduled by Mater and specified in the letter of appointment. The number of sessions may be reviewed from time to time to ensure sessional hours match the clinical services required and provided.
- 2.1.3** Where a VMO regularly works ordinary hours in excess of the appointed hours for a period of three months or more the VMO and Director will review the hours to ensure that the hours in the letter of appointment reflect those that are being worked.
- 2.1.4** Where Mater considers varying the sessions outlined in the letter of appointment, Mater will discuss this with the VMO and put the proposed variation in writing to them. The VMO may request that the AMAQ is involved in these discussions.

- 2.1.5** If a change is to be made (where there is a reduction in the number of sessions), Mater will provide 3 months' notice, or payment in lieu to compensate for the notice unless the VMO and Mater mutually agree to a lesser period.
- 2.1.6** Variation will not be purposely used to reduce an entitlement to PD Allowance and PD Support. If the VMO was previously working 6 hours per week or greater within the previous 12 months and this reduces it to below 6 hours per week they will continue to receive the PD Allowance that they were receiving prior to the reduction for 12 months after the change is brought into effect. After this time the PD Allowance will be in accordance with clause 6.1.1 of this Agreement in the amount of \$1000. With respect to PD support (leave), this will be based on the hours worked. Leave accruals to the date of the change will be in line with hours worked prior to the change and post the change, reflect the changed hours.
- 2.1.7** Where the VMO wants to vary the sessional hours in the letter of appointment they will make a request to the relevant Director. Approval is at the discretion of Mater.

2.2 PERMANENT EMPLOYEE

- (a) A Permanent Employee is an Employee, other than a casual or temporary Employee, as defined, who is engaged as such to work regular hours. For the purposes of the NES, a VMO will not be rostered for more than an average of 32 hours per week (when averaged over a year).
- (b) The full time equivalent is 32 hours. VMOs who work less than the full time equivalent will receive a pro rata amount of the full time equivalent entitlement as prescribed throughout the Agreement.

2.3 TEMPORARY EMPLOYEES

- 2.3.1** A temporary Employee is an Employee engaged as such to meet temporary exigencies of the following kinds:
- (a) planned leave (eg. Maternity leave);
- (b) long term illness;
- (c) unplanned leave where a permanent reliever cannot be justified (permanent relief Employees will be the preferred mode of relief staffing and will be utilised wherever possible);
- (d) fixed term projects;
- (e) to address seasonal workload changes;
- (f) in the event of organisational change;
- (g) Employees undertaking an accredited fixed term course of study;
- (h) fixed term program funding;
- (i) without limiting access to higher duties, backfilling where a legitimate recruitment process is occurring.
- 2.3.2** A temporary Employee will be notified in writing prior to the commencement of employment of the starting and finishing dates of employment, or in lieu of a finishing date, notified of the specific circumstance/s or contingency relating to a specific task, project or reason, upon the occurrence of which the term of employment will expire.

2.3.3 Any period of employment for a temporary Employee will be counted as continuous service for the purpose of calculating any entitlements, having regard to arrangements in relation to breaks in service.

2.4 CASUAL EMPLOYEES

- (a) A casual employee is an Employee, other than a permanent or temporary Employee as defined in clauses 2.2 and 2.3, who is engaged as such for casual ad-hoc work for not more than 32 hours per week and who is paid on an hourly basis.
- (b) A casual Employee must be paid at the appropriate sessional rate for the classification of work the Employee is engaged to perform plus an additional loading of 23% per hour, with a minimum payment of 2 hours' work in respect of each engagement.

2.5 INDEMNITY

Mater agrees to indemnify the Employee in accordance with Mater Policy Professional Indemnity MHS-Corp-P-2.18 V2 as amended from time to time.

2.6 RECOGNITION OF PREVIOUS SERVICE

Recognition is in accordance with Mater practice.

2.7 TERMINATION OF EMPLOYMENT

Termination of employment may occur by the provision of 3 months' notice by either the VMO or Mater, or by payment in lieu of all or part of the notice, provided that the VMO and Mater may agree to a lesser period of notice. Provision of 3 months' notice will not be required to be provided in the case of dismissal for misconduct.

2.8 REDUNDANCY

2.8.1 Any consideration of redundancies of VMO positions will follow the consultation process outlined in Part 8 of the Agreement prior to implementation.

2.8.2 All entitlements to redundancy payments will be in accordance with the Act as per the below table and will be in addition to the requisite notice period required as per clause 2.7 of this Agreement:

Redundancy pay period	
Employee's period of continuous service with Mater on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 2.8.3** If a VMO's position is made redundant that VMO will not be entitled to a redundancy payment in relation to the termination of his or her employment with Mater if:
- (a) the employee rejects an offer of employment made by another employer that:
 - i. is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the VMO terms and conditions of employment with Mater immediately before the termination; and
 - ii. recognises the VMO's service with Mater; and
 - (b) had the VMO accepted the offer of employment, there would have been a transfer of employment in relation to the VMO.
- 2.8.4** Mater may apply to the Fair Work Commission for the Commission to determine, as it considers appropriate, that the amount of redundancy pay is reduced to a specified amount (which may be nil).

3 PART 3 – WAGE AND SALARY RELATED MATTERS

3.1 WAGE INCREASES

3.1.1 The wage rates for VMOs are set out in Schedule 1, of this Agreement and incorporate wage increases, to the base rate, paid in three instalments as follows:

- (a) 2.5% from the first full pay period after 1 July 2012
- (b) 2.5% from the first full pay period after 1 July 2013; and
- (c) 2.5% from the first full pay period after 1 July 2014.

3.1.2 The final wage increase will be paid as above in (c). There is to be no further wage increase after this increase.

3.1.3 The salaries prescribed by this Agreement are expressed in hourly rates.

3.1.4 Schedule 1 includes both base rate of pay and relevant rates with additional Private Practice Payment.

3.2 RETROSPECTIVE PAYMENTS

With the exception of clauses 3.2.1 and 3.2.2 below, there are no other retrospective payments of any kind to be made or claimed pursuant to this Agreement.

3.2.1 Wage Payment:

The wage increase of 3.1.1(a) dated from the first full pay period after 1 July 2012 shall be paid retrospectively from 1 March 2009 to 1 July 2012 inclusive.

3.2.2 In Kind Payment

- (a) With respect to the retrospective payment of Professional Development Allowance (PDA), there is no obligation from the previous Agreement to provide such payment.
- (b) However, in recognition of the value of VMO's and the trust with which the Parties hold the Mater/VMO relationship, a once off "In Kind" payment shall be made to all VMO's covered by this Agreement as of the date of approval by the Fair Work Commission (FWC); and

- (c) The one-off “In Kind” payment shall be up to \$20,000 for each eligible VMO, and shall depend on eligibility requirements identified as per clause 6.1, specifically 6.1.1. The period of eligibility will be from 1 March 2009 until the date the Agreement is approved by the FWC. This one off payment will be paid pro-rata if a VMO was only eligible for part of this period. For example, if a VMO commenced employment in July 2011 they would only be eligible for a pro rata payment of the \$20,000 for the period of their employment from July 2011 and not from March 2009.

3.3 PRIVATE PRACTICE PAYMENT RATE

3.3.1 The rates inclusive of Private Practice Payment rates in Schedule 1 consist of the following components:

- (a) Base Rate Salary; and
- (b) Private Practice Payment

3.3.2 Private Practice Payment Rates are paid for sessional services and all Recalls.

3.3.3 Private practice payment Rate increases will occur over the life of the Agreement as incorporated into the below rates:

Private Practice Payment Rate:

As at 30 June 2012	46%
From 1st full pay period after 1 July 2012	46.5%
From 1st full pay period after 1 July 2013	47.0%

3.3.4 The final increase will be made on the first full pay period after 1 July 2013. The Private Practice Payment in the amount of 47% will then remain capped until such time as a new Agreement is negotiated between the Parties, unless determined otherwise by written agreement between the Parties. Unless otherwise agreed, the nominal expiration of the Agreement will not result in an increase to this payment.

3.3.5 In the final year of the Agreement (that is, after 1 July 2014) there is no confirmed increase to the Private Practice Payment Rate. However, the Parties agree to undertake discussions regarding a possible increase to be provided by Mater to eligible VMO’s within the first full pay period after 1 July 2014.

3.3.6 Additional revenue generated outside of the Service Level Agreement with Queensland Health is critical to Mater’s financial sustainability. Given the national and state health reforms and continued impact on Mater’s financial arrangements, Mater’s ability to provide any further increase bearing this in mind will be a consideration. The extent to which the revenue generation initiatives have been implemented as contained within the Agreement will determine whether or not consideration for a further increase is required.

3.4 SALARY SACRIFICING

By agreement with an eligible employee, the current rate of pay specified in Schedule 1 of this Agreement, may be salary packaged, in accordance with Mater Policy and applicable legislation.

3.5 PAYMENT FOR SERVICES

- 3.5.1** Payment will be made fortnightly by electronic transfer on the basis of the VMO entering their time into the electronic rostering system (currently Kronos).
- 3.5.2** Where Mater is not available to provide the required amount of pre-arranged services for a VMO, then payment will be made for the entire session.
- 3.5.3** Where a session is cancelled by Mater the VMO will be remunerated as if they had worked the session. This will not be paid if cancelled at the initiative of the VMO. This clause will not apply to the closure period over the Christmas/New Year period.
- 3.5.4** Anaesthetists will be paid on the basis of actual time worked, to the nearest 15 minutes, where pre-operative examinations are undertaken for necessary resuscitation and for prolonged after care of patients.
- 3.5.5** The following provisions apply with respect to absences:
- (a) No deduction to be made in respect of the remuneration of a VMO if they are unable to attend a session for a reason other than personal/carer's leave or to attend professional development provided that:
 - i. The VMO has given a minimum of six weeks prior notification and the reason given is accepted by Mater; and
 - ii. The time missed is made up at a time approved by Mater.
 - (b) In other circumstances the appropriate deduction will be made.

3.6 COMMENCING RATES

- 3.6.1** A VMO will be employed at a commencing rate for the first year of service that is commensurate with their experience as an independent specialist and upon attainment of specialist registration with the Australian Health Practitioner Regulation Agency (AHPRA) and dependent on the funding arrangement for the particular service being carried out by the VMO. This shall be discussed with the VMO at the time of recruitment. For clarity, the below table illustrates the minimum level upon which a VMO would commence:

Experience	Commencing Rate
Less than 1 year	1 st year rate
1 year	2 nd year rate
2 years	3 rd year rate
3 years or more	4 th year and thereafter rate

- 3.6.2** If a VMO agrees to work for an entity external to Mater, payment made to that VMO for that time will be in accordance with the payment as agreed between the relevant entity and Mater.

3.7 MOVEMENT WITHIN CLASSIFICATION LEVELS

- 3.7.1** Incremental advancement for all VMOs subject to this agreement will be dependent on the individual VMO having achieved performance objectives determined and agreed annually with the Director of the service.
- 3.7.2** Subject to clause 3.7.1 above, and in the case of VMO's including Visiting Specialists, progression is by annual increments payable on each anniversary of the date of commencement of duty.
- 3.7.3** Subject to clause 3.7.1 above, and in the case of VMOs with FRACGP and/or Vocational Registration, progression is by annual increments payable on each anniversary of the date of commencement of duty. With respect to Vocational Registration, continuation of payment will be dependent on maintaining such registration and providing documentary evidence of same on an annual basis. Where Vocational Registration is not maintained and/or satisfactory evidence is not provided, the VMO will revert to the appropriate scale for a VMO without such Vocational Registration. This could result in a reduction in the hourly rate payable to that VMO.

3.8 ELIGIBILITY FOR APPLICATION FOR PROMOTION TO VISITING SENIOR SPECIALIST

- 3.8.1** Mater will annually identify and invite a Visiting Specialist who has become eligible to apply for promotion to a Senior Visiting Specialist. However, the Visiting Specialist does not need to wait for this to happen and they may apply as they become eligible by their own initiative.
- 3.8.2** The identification in 3.8.1 above will occur for a Visiting Specialist who has been employed at the 4th year level for more than 12 months and has been registered with AHPRA as a specialist for at least 7 years.

3.9 SUPERANNUATION

Each VMO covered by this Agreement:

- (a) Will have all contributions, both VMO and Mater, paid to the Mercy Super Superannuation Scheme for so long as the Scheme complies with the *Superannuation Industry (Supervision) Act 1993* (Cth) or any replacement Acts; and
- (b) Will be eligible to make a VMO contribution to the Scheme in accordance with the Scheme in which case Mater will make an additional contribution such that Mater contribution is greater than the minimum contained in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

4 PART 4 – HOURS OF WORK

4.1 HOURS OF WORK

- 4.1.1** Unless otherwise agreed, VMOs will provide their sessional services between the hours of 7am – 6pm Monday to Friday.
- 4.1.2** A session can be of any length but cannot exceed 10 hours in any one day. The total of sessional attendances scheduled per week cannot exceed 32 hours however, with agreement can be averaged to a maximum of 64 hours per fortnight.

4.1.3 A VMO is only entitled to overtime in relation to clauses 4.2, 4.3 and 4.4 in respect of clinical duties performed.

4.1.4 Telephone support – VMOs may be required to continue to provide advice to other staff members by telephone whilst not undertaking sessional work. However, Mater recognises that during these hours the VMO may also be attending to their own private practice obligations. Therefore, it is expected that at these times the VMO will discuss with their junior medical staff as far as is possible, an appropriate time(s) to make contact that fulfils the patient care requirements and also supports the VMO meeting their own private practice obligations. It is also expected that an urgent escalation process will be agreed with all medical staff within a clinical department or unit to ensure safe patient care in emergent circumstances.

4.2 ON CALL

4.2.1 On call payments apply when a VMO is rostered to be on call. Mater's expectation of on call is that the VMO will be available to provide professional services of a clinical nature and be capable of being contacted without undue delay by Mater medical or other Mater staff.

4.2.2 Week day on call will generally be between the hours of 6pm and 7am unless otherwise agreed between the Mater and the VMO to aid alignment with departmental service arrangements.

4.2.3 Weekend or public holiday on call will generally be between the hours of 7am and 7am unless otherwise agreed between Mater and the VMO.

4.2.4 On call should be shared amongst all team members and where possible a VMO should have one weekend (7.00 am Saturday to 7.00am Monday) in two free, and one day per week free from on call.

4.2.5 Where there is insufficient on call coverage the VMOs should raise this with the Medical Directors and discussion should be undertaken to negotiate a reasonable/equitable on call commitment having consideration of the clinical demand for services and wellbeing of the VMOs. It is acknowledged that the level of participation required in the on call roster may temporarily increase or decrease due to changing or emergent circumstances.

4.2.6 Expectation of on call is that the VMO will be available to provide professional service of a clinical nature and be capable of being contacted without undue delay by Mater medical or other staff.

4.2.7 Payment for on call is paid at the rate of \$9.85 per hour for all VMOs at all times.

4.3 RECALL

4.3.1 Recall was previously known as call back.

4.3.2 Recall occurs when directed by Mater or as required based on patient need to physically come into work at times other than in scheduled sessions. There are two types:

- (a) Attendance when Rostered on Call – During a Rostered on Call period the VMO is requested or elects to attend at the premises; and
- (b) Non Rostered Attendance – Outside a Rostered on Call period the VMO is requested or elects to attend at the premises after considering the clinical responsibilities and ethical issues in respect to patient needs.

4.3.3 Payment for **all** Recalls is as follows:

Between 8.00am and 12 midnight	1.5 times the appropriate Private Practice Payment Rate
Between 12 midnight and 8.00am	2.0 times the appropriate Private Practice Payment Rate

4.3.4 When Recalled:

The payment is calculated from home and back to home with a minimum of two hours payment for the first recall and one hour for any subsequent Recall within a 24 hour period. Any subsequent Recall within the respective minimum periods of two and one hours will not be regarded as a separate Recall. Time in excess of the above minimum periods will be calculated to the nearest 15 minutes.

Transport is to be refunded for Recall as requested by the VMO upon provision of receipts.

4.4 OVERTIME

4.4.1 This was previously known as Continuation of Duty.

4.4.2 This applies when the VMO is required by Mater to work beyond the length of their scheduled session or they are required to do so due to the circumstances arising during their session.

4.4.3 Only time worked after the scheduled session will be considered as overtime.

4.4.4 Payment is as follows for excess hours (to nearest 15 minutes):

Up to a maximum of 10 hours in one day	At appropriate Private Practice Payment Rate
Working between 10 and 14 hours on any day	1.5 times the appropriate Private Practice Payment Rate
Working greater than 14 hours in one day	2.0 times the appropriate Private Practice Payment hourly Rate

4.5 FLEXIBLE SESSIONS

4.5.1 These were previously known as Notional Sessions.

4.5.2 Flexible sessions are pre-determined periods of time expressed in hours per week, and approved by Mater, to provide services other than during sessional services, On Call, Recall or Overtime. They may apply for extended periods. They may include such matters as Self-Initiated Attendance and post-operative follow up, or as mutually agreed between Mater and the VMO.

4.5.3 Flexible sessions must be clearly defined and set out the duties, functions and/or responsibilities to be undertaken/accepted by the VMO.

4.5.4 Payment is as follows:

- (a) The VMO will be paid at the appropriate rate for the number of hours deemed as a Flexible session.
- (b) The payment in (a) will be made regardless of the amount of service actually provided;

- (c) Approved Flexible sessions continue to be paid for periods of annual, paid personal/carers, long service, professional development, examiners, council, compassionate and paid parental leave and are superannuable for occupational superannuation purposes.

4.5.5 Flexible sessions will be reviewed regularly by Mater, and it is agreed by the Parties that there needs to be flexibility with Flexible session times to ensure that periods of leave, changes to workforce structure and relevant capability of any particular unit are key focuses in ensuring sufficient patient and clinical care.

4.5.6 The Parties will mutually agree, recognising that the VMO will use their professional judgement, to establish whether they believe current clinical/patient care or supervision requirements require an increase in their established Flexible session time. Final approval will be granted by the relevant Medical Director.

5 PART 5 – LEAVE

5.1 PARENTAL LEAVE

5.1.1 Maternity/Adoption Leave

Mater is committed to supporting VMOs during their pregnancy and offers a range of practical support, including paid parental leave, unpaid parental leave and flexible rostering to accommodate pregnancy related appointments. Mater's Parental Leave policy which may be varied from time to time, provides further information with respect to the entitlements and support provided to VMOs.

- (a) Paid Leave - Eligible VMOs, that is, VMOs other than casual Employees, with 12 months continuous service at the expected date of birth/adoption, will be entitled to a period of up to 12 weeks paid maternity / adoption leave. Eligibility, notice requirements and other related information is detailed in Mater policy which may be varied from time to time. This leave may be taken at full time or half time.
- (b) Unpaid Leave - VMOs will be entitled to unpaid parental leave (maternity, adoption and spousal) in accordance with the Act (as amended from time to time) and Mater policy that may be varied from time to time.
- (c) Statutory Paid Leave - Where a VMO is entitled to any government funded parental leave payment pursuant to legislation that entitlement is in addition to any Parental Leave payment the VMO is entitled to under clause 5.1.1(a) of this Agreement and / or Mater's Policy.

5.1.2 Federal Government Assistance

All VMOs are reminded that the Federal Government's Paid Parental Leave scheme, which is administered by the Family Assistance Office (not by Mater), provides (at the time of entering into this Agreement):

- (a) parental leave pay of up to 18 weeks of payment at the federal minimum wage; and
- (b) dad and partner pay of up to two (2) weeks of payment at the federal minimum wage.

For the sake of clarity, the Government Paid Parental Leave scheme is a government payment via the Family Assistance Office and is in addition to any Parental Leave payment the VMO is entitled to under clause 5.1.1(a) of this Agreement and / or Mater's Policy.

The intent of clause 5.1.2 is to highlight the available payments that VMOs can access via the Family Assistance Office.

5.2 LONG SERVICE LEAVE

5.2.1 VMOs who complete 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.

5.2.2 VMOs entitlement to long service leave will be adjusted as follows:

- (a) VMOs may take leave on a pro rata basis after 7 years continuous service but are only entitled to payment in lieu of leave on termination after 10 years continuous service unless otherwise entitled under relevant legislation;
- (b) VMOs may take long service leave at half pay for double the period of time;
- (c) The minimum period of leave is 1 week;
- (d) Where a VMO becomes ill during a period of Annual Leave or Long Service Leave, they may apply for personal leave in lieu of such leave, provided that:
 - i. In the case of Annual Leave the period of personal leave is in excess of three days; and
 - ii. In the case of Long Service Leave the period of personal leave is in excess of 1 week.

Each application will be considered on its merits by Mater and be supported by a medical certificate covering the period of the illness.

- (e) Long Service Leave is payable at the salary applicable at the date of taking the long service leave.

5.3 ANNUAL LEAVE

5.3.1 VMOs are entitled to 4 weeks' annual leave per annum on a pro rata basis.

- (a) VMO's are entitled to be paid an annual leave loading of 17.5% on this 4 weeks' accrual;
- (b) No annual leave loading is payable on the additional weeks' annual leave in 5.3.2. below.

5.3.2 VMOs who meet the definition of a Shift Worker are entitled to an additional weeks' annual leave.

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

5.4 PURCHASE OF LEAVE

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

5.4.2 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.

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

5.5 CASH OUT OF ANNUAL LEAVE AND LONG SERVICE LEAVE

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

In appropriate circumstances, and at the discretion of the Executive Director, a VMO may cash out a

VMO's entitlement to annual leave and / or long service leave, in accordance with the provisions of the Act / Mater Policy.

5.6 DIRECTION TO TAKE ANNUAL LEAVE

5.6.1 A VMO may be directed to take annual leave in circumstances where it is reasonable to do so, subject to the following:

- (a) The VMO has an annual leave balance in excess of two (2) years accrual; and
- (b) The VMO and Mater have had a discussion concerning the reasons why the VMO has not taken a period of annual leave (the purpose being to ascertain whether the VMO is saving the leave for a particular occasion, and whether such leave may be able to be approved); and
- (c) The VMO and Mater have been unable to agree on mutually acceptable leave arrangements; and
- (d) Subject to the VMO and Mater having the above conversations, Mater provides the VMO with at least 6 weeks' notice in writing directing the VMO to take a period of leave; and
- (e) VMOs may only be able to be directed to take annual leave once in a 12 month period unless otherwise agreed; and
- (f) Any period of directed leave under this clause must not reduce the VMO's total leave balance below two (2) year's accrual; and
- (g) In circumstances where an VMO takes leave on direction, the VMO cannot be directed to take further leave in accordance with this clause until they have accrued 2 years annual leave or greater.

5.7 EXAMINERS LEAVE

5.7.1 VMOs are entitled to Examiners leave in addition to other leave entitlements.

5.7.2 To be eligible, the VMO must be a registered examiner of any of the Royal Colleges.

5.7.3 This leave will only be granted for periods that fall within ordinary rostered hours (i.e. sessional services or flexible services). For the purpose of clause 5.7 a day means the ordinary rostered hours that would be worked by the VMO on any one day.

5.7.4 Leave for this purpose does not break continuity of service and counts towards the period of service for the calculation of accrued entitlements.

5.7.5 Leave for this purpose is not cumulative, transferable or paid out on termination of the VMOs employment for any reason.

5.8 COUNCIL LEAVE

5.8.1 VMOs are entitled to 10 days per annum leave for this purpose in addition to other leave entitlements. If a period of greater than 10 days per annum is required the additional leave may be deducted from the VMOs professional development leave balance.

5.8.2 To be eligible, the VMO must be a current Councillor of a Royal College or national specialist society.

- 5.8.3** Council leave will only be granted for periods that fall within ordinary rostered hours. For the purpose of clause 5.8 a day means the ordinary rostered hours that would be worked by the VMO on any one day. However, a VMO may still access leave to attend council related activities, outside of their ordinary rostered hours, via the Professional Development Support provisions.
- 5.8.4** Leave for this purpose does not break continuity of service and counts towards the period of service for the calculation of accrued entitlements.
- 5.8.5** Leave for this purpose is not cumulative, transferable or paid out on termination of the VMOs employment for any reason.
- 5.8.6** The National President of a Royal College or national speciality society may be granted additional council leave, greater than 10 days per annum. When considering the granting of additional council leave this will be managed via discussion between the VMO and their Medical Director (at the beginning of the appointment period during each calendar year) in order to support the VMO and also ensure service continuity.

5.9 PERSONAL LEAVE/CARERS LEAVE

Personal leave /carers leave (which may also be known as sick leave) on full salary will accumulate at the rate of 10 work days for each completed year of service and proportionate amount for an incomplete year of service and the following will apply:

- (a) Leave may be taken for part of a day;
- (b) Entitlement to Personal/Carer's leave is conditional on the VMO promptly notifying Mater of their absence and of its expected duration;
- (c) An application for Personal/Carer's leave of more than 3 days must be supported by a medical certificate or other acceptable evidence from an independent medical practitioner;
- (d) Personal/carers leave is not paid out on termination of the VMO's employment for any reason.

5.10 COMPASSIONATE LEAVE

Compassionate leave (which may also be known as bereavement leave) will be granted to VMOs in accordance with the relevant provisions in the Act.

The current entitlement is for up to two days on pay per permissible occasion.

5.11 PUBLIC HOLIDAYS

Public Holidays are:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Monday;
- Anzac Day;
- Labour Day;
- Queen's Birthday;
- Christmas Day;
- Boxing Day;

- the annual agricultural, horticultural or industrial show held at the principal town or city or any day appointed under the Holidays Act 1983; or
- any day appointed under the *Holidays Act 1983*, to be in place of any such holiday.

For payment on a Public Holiday:

- (a) If a VMO is recalled in on a public holiday refer to clause 4.3.3 of this Agreement.
- (b) If a VMO is rostered on to undertake a session on a public holiday payment shall be at 200% the ordinary rate for the time so worked.

5.11.1 A VMO, who would ordinarily be required to work on a day on which a public holiday falls however due to the public holiday is not required to work, is entitled to full pay for the time the VMO would ordinarily have been required to perform work on that day.

5.11.2 If a session, which would normally fall on a public holiday, is rescheduled to another day by mutual agreement, then no additional remuneration is payable for the scheduled session.

5.12 PROFESSIONAL DEVELOPMENT SUPPORT

5.12.1 All VMO's (excluding casuals) shall accrue four (4) weeks (pro-rata) paid Professional Development Support (PDS) leave each year, based on normal weekly sessional services hours, which shall accrue for no more than four (4) years in total.

5.12.2 The structure of the PDS will allow a VMO to draw down on their PDS balance in two ways:

- (a) Via a leave application; and
- (b) By invitation; meaning that at least once per annum, VMOs will be invited to provide their existing documentation in relation to their professional development activities; and
- (c) PDS shall be utilised to undertake professional development activities as discussed and agreed with their Medical Director and shall be granted provided satisfactory arrangements can be made for services continue to be carried out where necessary; and
- (d) No cash payment shall be made in lieu of PDS, including upon resignation, retirement, and termination of services or exceeding the maximum accumulation of four (4) years; and
- (e) Where a VMO is required by Mater to be an official representative at a conference, such VMO shall be entitled to leave on full pay in accordance with the projected weekly sessional roster, without deduction from their PDS balance. In addition, reasonable expenses will be paid for fares and accommodation for this leave.

6 PART 6 - ALLOWANCES

6.1 PROFESSIONAL DEVELOPMENT ALLOWANCE

6.1.1 All VMOs (excluding casual VMOs) shall be entitled to an annual Professional Development (PD) allowance in accordance with their contracted weekly hours of employment. The per annum PD allowance, relevant to the contracted weekly hours of employment is:

Less than 6 hours per week: \$1000	Greater than 6 hours per week: \$2500
------------------------------------	---------------------------------------

6.1.2 The PD allowance will be paid twice during the life of this agreement as follows:

- (a) On the first full pay period after 1 August 2013; and
- (b) On the first full pay period after 1 August 2014.

6.1.3 There will be no further PD allowance payable after the payment identified in 6.1.2(b) is paid, until such time as this agreement is replaced with a new Agreement and conditional upon that Agreement containing further professional development payments with relevant dates of such payment.

6.1.4 PD Allowance leave is not paid out (including on a pro rata basis) on termination of the VMOs employment for any reason.

6.2 VMO LEADERS ALLOWANCE

6.2.1 The Parties recognise that some VMOs are instrumental in the leadership, direction and ongoing management of their clinical service, whilst also contributing to the achievement of broader goals for Mater Health Services.

6.2.2 In accordance with the above, the Parties have agreed to a new Leaders Allowance from the date this agreement is approved by the FWC for all those who are classified as 'Head of Unit' for their speciality.

6.2.3 Those VMOs identified as 'Head of Unit' shall be provided with an additional eight (8) hours, per month, of non-session time in order to undertake additional duties as required. These duties will be accordance with the 'Head of Unit' role description which has been agreed upon by the Parties.

6.2.4 The time above in 6.2.3 will be paid at the appropriate Private Practice Payment Rate however, will not contribute to annual leave or other leave accruals.

6.2.5 Those classified as 'Head of Unit' will be provided with an updated 'letter of offer' to formally recognise this classification and applicable allowance.

7 PART 7 – DEVELOPMENT OF INITIATIVES

7.1.1 The Parties agree that the ongoing development and implementation of initiatives is crucial for both the financial sustainability of Mater and also the continued focus of VMOs and Mater on clinical practice improvement.

- (a) The Parties are committed during the life of this agreement to:
 - i. review and investigate, with a view for implementation, alternative revenue generating options for VMOs so far as is practicable. One of the initiatives being considered is that of Private Practice Revenue. If this initiative was to be implemented, in accordance with state and federal legislation, it would be expected that VMOs would participate in such an initiative which may involve the utilisation of their Medicare Provider Numbers for billing purposes; and
 - ii. partner with VMOs in projects and reviews that have a focus on clinical practice improvement and standardisation; and
 - iii. commit to Mater Practitioner Research Fellowship Scheme.
- (b) The Parties agree to meet bi-annually to discuss any developments in line with the above, including any implementation or reviews as is necessary.

8 PART 8 – ORGANISATIONAL CHANGE AND RESTRUCTURING

All significant organisational change and/or restructuring that will impact on the workforce (e.g. job reductions, contracting out, deployment to new locations, major alterations to current service delivery arrangements) shall be undertaken in accordance with the model consultation term, as applies under the *Fair Work Regulations 2009* (Cth).

Where individuals unreasonably refuse to participate or cooperate in deployment/redeployment and retraining processes, the full provisions for managing redundancies shall be followed. In those cases where the offering of Voluntary Early Retirements (VERs) to selected VMOs is necessary, this will occur in full consultation with the AMAQ.

9 PART 9 – LEAVE RESERVED/NO EXTRA CLAIMS

The Parties agree that up to the nominal expiry date of this Agreement:

- (a) The Parties will not pursue any extra claims relating to wages or changes in conditions of employment or any other matters related to the employment of the VMOs, whether dealt with in the Agreement or not;
- (b) This Agreement covers all matters or claims that could otherwise be subject to protected action under the Act and its successors.

SCHEDULE 1

Visiting Medical Officers

	01-July-2012		01-July-2013		01-July-2014	
	<i>Base Rate</i>	<i>Private Practice Payment Rate</i>	<i>Base Rate</i>	<i>Private Practice Payment Rate</i>	<i>Base Rate</i>	<i>Private Practice Payment Rate</i>
Visiting Specialist						
1st Year	\$102.88	\$150.72	\$105.45	\$155.01	\$108.09	\$158.89
2nd Year	\$106.37	\$155.84	\$109.03	\$160.28	\$111.76	\$164.29
3rd Year	\$109.79	\$160.84	\$112.53	\$165.42	\$115.35	\$169.56
4th Year	\$112.55	\$164.88	\$115.36	\$169.58	\$118.24	\$173.82
Senior Specialist	\$122.27	\$179.13	\$125.33	\$184.23	\$128.46	\$188.84
VMO W/out FRACGP						
1st Year	\$89.34	\$130.88	\$91.57	\$134.61	\$93.86	\$137.98
2nd Year	\$92.73	\$135.85	\$95.05	\$139.72	\$97.43	\$143.22
VMO with FRACGP						
1st Year	\$89.34	\$130.88	\$91.57	\$134.61	\$93.86	\$137.98
2nd Year	\$92.73	\$135.85	\$95.05	\$139.72	\$97.43	\$143.22
3rd Year	\$96.11	\$140.81	\$98.52	\$144.82	\$100.98	\$148.44

Signatories Page

Signed for and on behalf of Mater Misericordiae Health Services Limited:

Print Name:

Signature

Date

In

the

presence

of:

Signed for and on behalf of The Australian Medical Association Queensland:

Print Name:

Signature

Date

In

the

presence

of: