

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

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1. PART 1 – PRELIMINARY MATTERS

1.1. Title

- 1.1.1. This Agreement shall be known as the Mater Health Services Visiting Medical Officers' Enterprise Agreement 2015 (**Agreement**).

1.2. Application

- 1.2.1. This Agreement will apply to the Parties.

1.3. Date and Period of Operation

- 1.3.1. This Agreement shall operate from the date of approval by the Fair Work Commission and shall have a nominal expiry date of 31 March 2018.

1.4. Renewal or Replacement of Agreement

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

1.5. Relationships to Other Industrial Instruments and Legislation

- 1.5.1. This Agreement is a comprehensive agreement and replaces all other awards, previous orders of industrial commissions or industrial agreements that would otherwise apply to VMOs, 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 VMOs' employment and nothing in this Agreement excludes the NES.

1.6. Objectives of the Agreement

- 1.6.1. The Parties are committed to:
- (i) maintaining and improving public health services to serve the needs of the Queensland community;
 - (ii) maintaining a stable industrial relations environment;
 - (iii) managing change in consultation with all relevant stakeholders;
 - (iv) collectively striving to achieve quality outcomes for patients;
 - (v) working to sustain a skilled, motivated and adaptable workforce;
 - (vi) ensuring that workload is responsibly managed to ensure there are no adverse effects on VMOs or patients; and
 - (vii) balancing service delivery needs with equity and work/life balance for VMOs.

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 VMOs 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 Visiting Medical Officers' Enterprise Agreement 2015*.
- (c) **Approval** means approval of the Agreement by the Fair Work Commission.
- (d) **Immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the VMO; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the VMO.
- (e) **Mater** means Mater Misericordiae Health Services Brisbane Limited ACN 096 708 922 trading as:
 - (i) Mater Hospital Brisbane; and
 - (ii) Mater Misericordiae Mothers' Hospital.
- (f) **Mater Policy** means a policy or procedure in place within Mater.
- (g) **National Employment Standards (NES)** means the standards contained in the Act.
- (h) **Parties** means:
 - (i) Mater; and
 - (ii) VMOs for whom classifications and rates of pay are prescribed in Schedule One.
- (i) **Representative** means a representative nominated by a VMO(s) who is affected by a major change, which may include a union representative or any other person chosen by that VMO(s).
- (j) **Visiting Medical Officer (VMO)** means an employee who is described and paid in accordance with the classifications and grades contained within Schedule One of this Agreement and who is employed as at or subsequent to the date of approval by the Fair Work Commission.
- (k) **Session or Sessional Services** means a scheduled period of working hours which will not exceed 10 hours in length 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 VMOs have responsibilities to satisfy the requirements of the Australian Health Practitioner Regulation Agency (AHPRA).
- (l) **Sessional Services Rate** means the hourly rate, including the private practice payment where appropriate.

(m) **Shift Worker**, for the purpose of section 87 of the Act, means a VMO who is regularly rostered to work their ordinary hours either:

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

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

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

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 VMO 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 VMO/s, including their nominated Representative and relevant supervisors and/or management.

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

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

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

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

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

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

- (a) A VMO 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 VMO 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 VMO to perform; or
 - (iv) there are other reasonable grounds for the VMO 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 VMO covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the Agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of Mater and the VMO in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by Mater and the VMO.

1.10.2. Mater must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- (c) results in the VMO being better off overall than the VMO would be if no arrangement was made.

1.10.3. Mater must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Mater and the VMO; and
- (c) is signed by Mater and the VMO; and
- (d) includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the 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

(e) states the day on which the arrangement commences.

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

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

1.11. Consultation

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

(1) This consultation term applies if Mater:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the VMOs; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of VMOs.

Major change

(2) For a major change referred to in paragraph (1)(a):

- (a) Mater must notify the relevant VMOs of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant VMOs may appoint a Representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant VMO appoints, or relevant VMOs appoint, a Representative for the purposes of consultation; and

(b) the VMO(s) advise Mater of the identity of the Representative;

Mater must recognise the Representative.

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

(a) discuss with the relevant VMOs:

(i) the introduction of the change; and

- (ii) the effect the change is likely to have on the VMOs; and
 - (iii) measures Mater is taking to avert or mitigate the adverse effect of the change on the VMOs; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant VMOs and their nominated Representative:
- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the VMOs; and
 - (iii) any other matters likely to affect the VMOs.
- (6) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant VMOs.
- (7) Mater must give prompt and genuine consideration to matters raised about the major change by the relevant VMOs and their nominated Representative.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Mater, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on VMOs if it results in:
- (a) the termination of the employment of VMOs; or
 - (b) major change to the composition, operation or size of Mater's workforce or to the skills required of VMOs; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain VMOs; or
 - (f) the need to relocate VMOs to another workplace; or
 - (g) the restructuring of jobs.
- Change to regular roster or ordinary hours of work*
- (10) For a change referred to in paragraph (1)(b):
- (a) Mater must notify the relevant VMOs of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant VMOs may appoint a Representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant VMOs appoints, or relevant VMOs appoint, a Representative for the purposes of consultation; and

(b) the VMO(s) advise Mater of the identity of the Representative;

Mater must recognise the Representative.

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

(a) discuss with the relevant VMOs and their nominated Representative the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant VMO and their nominated Representative:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what Mater reasonably believes will be the effects of the change on the VMOs; and

(iii) information about any other matters that Mater reasonably believes are likely to affect the VMOs; and

(c) invite the relevant VMOs to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant VMOs and their nominated Representative.

(15) Mater must give prompt and genuine consideration to matters raised about the change by the relevant VMOs and their nominated Representative.

(16) In this term:

relevant VMOs means the VMOs who may be affected by a change referred to in subclause (1).

1.12. Mater Medical Officers' Consultative Group

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

2. PART 2 – BASIS OF EMPLOYMENT

2.1. Contract of Employment

2.1.1. A VMO will be employed on a Part time, Casual or Temporary basis.

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. The times of scheduled Sessions may be reviewed from time to time to ensure hours match the clinical services required.

2.1.3. Where Mater considers varying the times of Sessional Services provided by the VMO, Mater will discuss this with the VMO in accordance with the consultation clause.

2.1.4. Where the VMO wants to vary the times of the Sessional Services they will make a request to the relevant Director. Approval is at the discretion of Mater.

2.2. Part Time VMOs

- 2.2.1 Part time VMO means a VMO who is engaged as such and who works regular hours for fewer than thirty-two (32) hours per week.
- 2.2.2 A Part time VMO will receive a pro rata amount of 32 hours per week based on the hours worked, for the following entitlements as prescribed in the Agreement:
- (a) Personal Leave; and
 - (b) Annual Leave; and
 - (c) Long Service Leave; and
 - (d) Maternity and Adoption Leave; and
 - (e) Professional Development Leave.

2.3. Casual VMOs

- 2.3.1 Casual VMO means a VMO engaged as such and who is paid on an hourly basis to work for less than thirty-two (32) hours per week.
- 2.3.2 A casual VMO will be paid a loading of 23% in addition to the applicable private practice hourly rate of pay for the relevant classification.
- 2.3.3 Each engagement will stand alone with a minimum payment of two (2) hours.
- 2.3.4 Where applicable, a casual VMO will be entitled to overtime and payment for time worked on public holidays in accordance with the relevant clauses. Such payments will not be compounded by the application of the 23% casual loading.
- 2.3.5 Except as under clause 4.3 a casual VMO will not be entitled to any other paid leave payment.
- 2.3.6 Casual VMOs are not entitled to receive Professional Development Allowance.

2.3 Temporary VMOs

- 2.3.1 A Temporary VMO is a VMO engaged as such to meet temporary needs 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 VMOs 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) VMOs undertaking an accredited fixed term course of study;
- (h) fixed term program funding.

2.3.2 A Temporary VMO 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 VMO 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. Recognition of Previous Service

2.4.1. Recognition is in accordance with Mater Policy as amended by Mater from time to time.

2.5. Notice of Termination of Employment

2.5.1. Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of three (3) calendar months' notice by either the VMO or Mater or by the forfeiture or payment of three (3) months' salary, provided that the VMO and Mater may agree to a lesser period of notice.

2.5.2. Mater may make payment in lieu of the notice if Mater requires that part or all of the notice period is not required to be worked. In calculating any payment in lieu of notice, any payment will be equivalent to the amount the VMO would be paid had they worked until the end of the notice period.

2.5.3. This clause does not apply in the case of a Casual VMO.

2.6. Job Security and Redundancy

2.6.1. Mater is committed to maximising permanent employment and job security for its VMOs.

2.6.2. Whilst Mater is committed to job security for all VMOs, there may be times that due to financial, funding or operational reasons and not due to the ordinary and customary turnover of labour that Mater may determine to make a particular position(s) redundant. Mater may redeploy VMOs to suitable alternative positions at any Mater facility in the greater Brisbane region. An alternative position will be deemed to be suitable alternative employment if:

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

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

2.6.1. All entitlements to redundancy payments will be in accordance with the below table and will be in addition to the requisite notice period required as per clause 2.5. In addition, where Mater has given notice of termination to a VMO, the VMO is allowed up to one (1) day off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to the VMO after consultation with the VMO's Director.

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

3. PART 3 – WAGE AND SALARY RELATED MATTERS

3.1. Wage Increases

3.1.1. The wage rates for VMOs are set out in Schedule One, and incorporate increases to the base rates, paid in three instalments as follows:

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

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

3.2. Salary Sacrificing

3.2.1. By agreement with an eligible VMO, the current rate of pay specified in Schedule One of this Agreement, may be salary packaged in accordance with Mater Policy as amended by Mater from time to time and applicable legislation.

3.3. Private Practice Payment Rate

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

- (a) Base Hourly Rate; and
- (b) Private Practice Payment of 47%.

3.3.2 Private Practice rates are paid for Sessional Services and used to calculate payment for all Recalls and Overtime.

3.4. Payment for Services

- 3.4.1. Salaries will be paid fortnightly by electronic transfer into a bank account nominated by the VMO. Payment by any other means will be at the discretion of Mater.
- 3.4.2. The salaries prescribed by this Agreement are expressed in hourly, fortnightly and annual rates. The hourly and fortnightly rates are the actual salaries paid and the annual rates are shown for information purposes only.
- 3.4.3. VMOs will be paid on the basis of actual time worked.
- 3.4.4. Where a Session is cancelled or not provided by Mater, the VMO will be remunerated as if they had worked the Session. This will not be paid if a Session is cancelled at the initiative of the VMO. This clause will not apply to the closure period over the Christmas/New Year period.
- 3.4.5. Payment for a Session will be made where a VMO is unable to attend a Session for a reason other than approved leave provided that:
 - (a) The VMO has given a minimum of six (6) weeks prior notification and the reason given is accepted by Mater; and
 - (b) The time missed is made up at a time approved by Mater.

Except as described above, payment will not be made where the VMO is absent for a Session.

3.5. Commencing Rates

- 3.5.1 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). 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 Movement within classification levels

- 3.6.1 Annual incremental advancement for all VMOs will be payable on each anniversary of the date of commencement and will be dependent on the individual VMO having achieved performance objectives determined and agreed annually with the Director of the service.

3.7 Eligibility for Application for promotion to Visiting Specialist – Senior Status

- 3.7.1 The criterion for consideration of advancement to Visiting Specialist – Senior Status is governed by Mater Policy as amended by Mater from time to time. An eligible VMO will:
- (a) have been employed by Mater for a minimum of 12 months at the Visiting Specialist 4th Year salary band; and
 - (b) have been registered with Australian Health Practitioner Regulation Agency (AHPRA) as a specialist for at least 7 years; and
 - (c) have received satisfactory performance reviews, including confirmation of consistent values-aligned behaviour, as part of conversations with their Director for the last 2 years.
- 3.7.2 Mater will annually identify and invite a Visiting Specialist who has become eligible to apply for promotion to a Visiting Specialist – Senior Status. 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.
- 3.7.3 The identification in clause 3.7.2 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.

3.8 Superannuation

- 3.8.1 Every VMO covered by this Agreement will have superannuation contributions, from Mater, paid to Mercy Super Fund (or its successor in title) for so long as the Fund complies with the *Superannuation Guarantee (Administration) Act 1992* (Cth) or any replacement act. For the sake of clarity, the compulsory Employer contribution is calculated in accordance with the legislation based on ordinary time earnings.

4 PART 4 – LEAVE AND PUBLIC HOLIDAYS

4.1 Personal Leave

- 4.1.1 A VMO, other than a Casual VMO, is entitled to up to ten (10) days personal leave 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.
- 4.1.2 A VMO may take paid personal/carers' leave if the leave is taken:
- (a) because the VMO is not fit for work because of a personal illness, or personal injury, affecting the VMO; or
 - (b) to provide care or support to a member of the VMO's Immediate family, or a member of the VMO'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 or Session;

- (ii) Entitlement to personal leave is conditional on the VMO promptly notifying Mater of their anticipated absence or absence and of its' expected duration;
- (iii) An application for personal leave of more than two (2) days must be supported by a medical certificate or other acceptable evidence;
- (iv) Payment of personal leave is based on the ordinary rate being paid to the VMO immediately before the leave is taken. Leave debits will be equivalent to the ordinary hours the VMO 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.

4.2 Annual Leave

- 4.2.1 VMOs are entitled to four (4) weeks annual leave each year based on the number of ordinary hours worked.
- 4.2.2 A VMO who meets the definition of Shift Worker is entitled to an additional week's annual leave per year based on the number of ordinary hours worked. This extra week of leave does not attract leave loading.
- 4.2.3 Annual leave payments are calculated as follows:

Non-shift workers

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

4.3 Long Service Leave

- 4.3.1 VMOs are entitled to accrue 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.
- 4.3.2 The following applies with respect to VMOs' entitlement to long service leave:
 - (a) VMOs may take leave after seven (7) years continuous service however payment in lieu of leave on termination will only apply 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) VMOs may apply to take long service leave at half pay for double the period of time;
 - (d) The minimum period of leave is one (1) week.

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

4.4 Maternity and Adoption Leave

4.4.1 In accordance with Mater policy as amended by Mater from time to time, eligible VMOs will be entitled to paid maternity leave as follows:

- (a) Twelve (12) weeks paid maternity leave pro rata which may be taken at half pay for double the period of time;
- (b) Twelve (12) weeks paid adoption leave pro rata for the primary carer of the adopted child which may be taken at half pay for double the period of time.

4.4.2 Eligibility, notice requirements and other related information is detailed in Mater's Parental Leave Policy as amended by Mater from time to time.

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

4.5 Compassionate Leave

4.5.1 A VMO is entitled to two (2) days paid compassionate leave for each occasion (a permissible occasion) when a member of the VMO's Immediate family, or a member of the VMO'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.

4.5.2 A VMO may apply for additional unpaid leave in accordance with Mater Policy as amended by Mater from time to time.

4.5.3 Casual VMOs are entitled to unpaid compassionate leave.

4.6 Purchase of Leave

4.6.1 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 leave and other entitlements.

4.6.2 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.

4.6.3 The Mater Policy governing Purchase of Additional Leave, as amended by Mater from time to time, will apply in this instance.

4.7 Cash Out of Leave

4.7.1 Annual Leave

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

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

All requests and supporting documentation must be submitted in writing to the VMO's Director, in accordance with Mater Policy as amended by Mater from time to time.

4.7.2 Long Service Leave

VMOs with ten (10) or more years of service may apply to cash out a portion of their accrued long service leave (instead of taking the leave) in the following circumstances:

- (a) on compassionate grounds; or
- (b) on grounds of financial hardship.

All requests and supporting documentation must be submitted in writing and approval is subject to the discretion of the Chief Human Resources Officer, in accordance with Mater Policy as amended by Mater from time to time.

4.8 Direction to take Leave

4.8.1 Annual Leave

- (a) Subject to the provisions of the Act, a VMO may be directed to take annual leave in circumstances where:
 - (i) the VMO has an annual leave balance in excess of two (2) years accrual; and
 - (ii) 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
 - (iii) the VMO and Mater have been unable to agree on mutually acceptable leave arrangements.
- (b) Subject to the VMO and Mater having the above conversations, Mater can provide the VMO with twenty-eight (28) days' notice in writing directing the VMO to take a period of leave.
- (c) The VMO may only be able to be directed to take annual leave once in a twelve (12) month period unless otherwise agreed.
- (d) Any period of directed leave under this clause must not reduce the VMO's total leave balance below two (2) years' accrual.

4.8.2 Long Service Leave

A VMO may be directed to take long service leave in accordance with the *Industrial Relations Act 1999* (Qld) in circumstances where Mater and the VMO have been unable to agree on mutually acceptable leave arrangements.

Mater may decide when the VMO is to take leave by giving the VMO at least three (3) months

written notice of the date on which the VMO must take at least four (4) weeks long service leave.

4.9 Examiners Leave

- 4.9.1 VMOs are entitled to Examiners leave in addition to other leave entitlements.
- 4.9.2 To be eligible, the VMO must be a registered examiner of any of the Royal Colleges.
- 4.9.3 This leave will only be granted for periods that fall within Sessional Services.
- 4.9.4 Leave for this purpose does not break continuity of service and counts towards the period of service for the calculation of accrued entitlements.
- 4.9.5 Leave for this purpose is not cumulative, transferable or paid out on termination of the VMOs employment for any reason.

4.10 Council Leave

- 4.10.1 VMOs are entitled to ten (10) days Council Leave per annum in addition to other leave entitlements. Council leave will only be granted for periods that fall within Sessional Services worked by the VMO on any one day.
- 4.10.2 If a period of greater than ten (10) days per annum is required the VMO may access their Professional Development Leave for the number of additional days required.
- 4.10.3 To be eligible, the VMO must be a current Councillor of a Royal College or national specialist society.
- 4.10.4 A VMO may access Professional Development Leave to attend council related activities, that fall outside of their ordinary rostered hours.
- 4.10.5 Leave for this purpose does not break continuity of service and counts towards the period of service for the calculation of accrued entitlements.
- 4.10.6 Leave for this purpose is not cumulative, transferable or paid out on termination of the VMOs employment for any reason.
- 4.10.7 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.

4.11 Public Holidays

- 4.11.1 Subject to clause 4.11.4, all work performed by a VMO on:

- (a) 1 January;
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) Easter Monday;
- (e) 25 April (Anzac Day);
- (f) Labour Day
- (g) Show Day (EKKA)

- (h) the Birthday of the Sovereign;
- (i) Boxing Day;
- (j) or any day appointed under the Holidays Act 1983, to be in place of any such holiday;

will be paid at the rate of one and a half times the Sessional Services rate, with a minimum payment of four (4) hours. For the purposes of this clause "one and a half times" means an additional 50% penalty payment for hours worked on a public holiday.

- 4.11.2 Subject to clause 4.11.4, all work performed by a VMO on Easter Saturday or 25 December will be paid at double time and a half times the Sessional Services rate, with a minimum payment of four (4) hours. For the purpose of this clause "double time and a half" means an additional 150% penalty payment for hours worked on a public holiday.
- 4.11.3 A VMO (other than a Casual VMO), 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 VMO would ordinarily have been required to perform work on that day.
- 4.11.4 Where a VMO is recalled on a public holiday, payment will be made in accordance with Part 8 of this Agreement.

4.12 Jury Service

- 4.12.1 A VMO, other than a casual VMO, required to attend for jury service during a Session, will continue to be paid their ordinary pay by Mater. Any fees (other than meal allowance/s) received by the VMO to attend jury service will be reimbursed to Mater. The VMO 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.
- 4.12.2 If the VMO is not required to serve on a jury for a day or part of a day after attending for jury service and the VMO would ordinarily be working for all or part of the remaining day, the VMO must, if practicable, present for work at the earliest reasonable opportunity.

5 PART 5 – HOURS OF WORK

5.1 Hours of Work (may be referred to as Sessions or Sessional Services)

- 5.1.1 Unless otherwise agreed, VMOs will provide their Sessional Services between the hours of 7am and 6pm Monday to Friday.
- 5.1.2 A Session can be of any length but cannot exceed 10 hours in any one day. The total of scheduled Sessions cannot exceed 32 hours per week or 64 hours per fortnight.

5.2 Telephone support

- 5.2.1 VMOs may be required to continue to provide advice to other staff members by telephone whilst not undertaking Sessional Services. 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.

5.3 Overtime

- 5.3.1 Overtime 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.
- 5.3.2 Only time worked after the scheduled Session will be considered as overtime.
- 5.3.3 Payment is as follows for overtime hours:

Up to a maximum of 10 hours in one day	At appropriate Sessional Service rate
Working between 10 and 14 hours on any day	One and a half (1.5) times the appropriate Sessional Service rate
Working greater than 14 hours in one day	Two (2) times the appropriate Sessional Service rate

- 5.3.4 The Parties recognise that the VMO will use their professional judgement, to establish whether clinical/patient care or supervision requirements require them to work excess hours in accordance with this clause.

PART 6 – PROFESSIONAL DEVELOPMENT SUPPORT

6.1 Professional Development Allowance

- 6.1.1 A one off retrospective Professional Development Allowance (PDA) payment will be paid to all VMOs (excluding Casual VMOs) upon Approval in accordance with a VMO's contracted weekly hours of employment as follows:

Less than 6 hours per week: \$1000	6 or more hours per week: \$2500
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- 6.1.2 From 1 August 2016, all VMOs (excluding casual VMOs) shall be entitled to PDA in return for attendance at Morbidity and Mortality (M & M) meetings or, where agreed with their Director, attendance/participation in any other meeting or activity which results in the VMO improving the service delivery and clinical outcomes at Mater.
- 6.1.3 This allowance will provide VMOs with the opportunity to accrue CPD or CME points.
- 6.1.4 It is Mater's expectation that VMOs attend and participate in these quality review meetings as their contribution will not only assist in the development of our service but also their colleagues.
- 6.1.5 A payment of \$569 per M & M meeting (to a maximum of three (3) meetings per year) will be made to all permanently employed VMOs (excluding casuals) who attend such meetings. This equates to a maximum payment of \$1707 per year if all three (3) meetings are attended.
- 6.1.6 Where possible, the scheduling of M & M meetings will rotate based on operational flexibility to provide an opportunity for all VMOs to attend.
- 6.1.7 The payment in clause 6.1.5 will take effect from 1 August 2016 and will cease on the nominal expiry date of this Agreement.

6.2 Professional Development Leave

- 6.2.1 VMOs will accrue 4 weeks Professional Development Leave (PDL) per year, for a maximum of four (4) years. Part time employees will receive a pro rata amount.

- 6.2.2 A VMO is able to access their PDL accrual either during or outside their Sessions.
- 6.2.3 All PDL shall be utilised to undertake relevant professional development activities as discussed and approved by the VMO's Medical Director.
- 6.2.4 VMOs are required to submit documentation in relation to the professional development activities they undertake along with a leave application.
- 6.2.5 Where PDL is requested to be taken during a VMO's Sessions, approval shall be granted provided satisfactory arrangements can be made for services to 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.
- 6.2.7 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 weekly roster, without deduction from their PDL balance. In addition, reasonable expenses will be paid for fares and accommodation for this leave in accordance with Mater Policy as amended by Mater from time to time.

6.3 Leader's Allowance

- 6.3.1 VMOs who are nominated as the Head of Unit are instrumental in the leadership, direction and ongoing management of their clinical service, whilst also contributing to the achievement of broader goals for Mater.
- 6.3.2 In accordance with the above, a VMO Leader's Allowance will be paid on a fortnightly basis to all those who are nominated as Head of Unit for their speciality as follows:

Date	Amount per fortnight
Upon Approval	\$730.03
From 1 July 2017	\$748.28

- 6.3.3 In certain circumstances, a VMO nominated as the Head of Unit may elect to delegate some responsibilities of the role to a colleague, in which case the allowance will be divided equally between the Head of Unit and their delegate.

7 PART 7 - ON CALL

7.1 On Call Allowance

- 7.1.1 The on call allowance of \$9.85 per hour applies 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.
- 7.1.2 Week day on call will be between the hours of 6pm and 7am unless otherwise agreed between the Mater and the VMO to aid alignment with departmental service arrangements.

- 7.1.3 Weekend or public holiday on call will be for a period of 24 hours between the hours of 7am and 7am unless otherwise agreed between Mater and the VMO.
- 7.1.4 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 from on call commitments, and one day per week free from on call commitments.
- 7.1.5 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 giving consideration to 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.

8 PART 8 – RECALL

8.1 Re call Rates

- 8.1.1 Recall occurs when directed by Mater or as required based on patient need to physically attend work at times other than during scheduled Sessions as follows:
 - (a) Attendance when rostered on call – During a rostered on call period the VMO is requested or elects to attend Mater; and
 - (b) Non Rostered Attendance – Outside a rostered on call period the VMO is requested or elects to attend Mater after considering the clinical responsibilities and ethical issues in respect to patient needs.
- 8.1.2 Payment for all recalls is as follows:

Between 7.00am and 12 midnight	One and a half (1.5) times the appropriate Sessional Services Rate
Between 12 midnight and 7.00am	Two (2) times the appropriate Sessional Services Rate

8.1.3 When Recalled:

The payment is calculated from home and back to home with a minimum of two (2) hours' payment for the first recall and one hour for any subsequent recall within a twenty-four (24) hour period. Any subsequent recall within the respective minimum periods of two (2) and one (1) hours will not be regarded as a separate recall and no further minimum payment will apply within those periods. Time in excess of the above minimum periods will be calculated to the nearest fifteen (15) minutes.

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

9 PART 9 – MEAL BREAKS

- 9.1 Mater will facilitate access to meal breaks however VMOs are expected to make a reasonable effort to access such breaks and this may require them to arrange appropriate clinical coverage as required.

10 PART 10 – FATIGUE RELATED MATTERS

10.1 Fatigue Management

10.1.1 Mater and VMOs recognise that fatigue management is critical to safe work practices. A contemporary approach will be developed which confirms that Mater and VMOs must work together to ensure:

- (a) all VMOs are safe from fatigue hazards while at work;
- (b) when a VMO is fatigued, they will have access to facilities where they can rest;
- (c) patients will receive safe health care at Mater.

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

10.1.3 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.

10.1.4 VMOs acknowledge both their individual responsibility to report to the Executive Director if they are fatigued and their responsibility to manage fatigue of RMOs who report to them.

11 PART 11 – DEVELOPMENT OF INITIATIVES

11.1 The Parties are committed during the life of this Agreement to engage and involve VMOs to actively support and participate in activities to successfully execute Mater's strategy. Such activities involving health service, education and/or research may include participation in clinical review, improvement and reduction of unwarranted variation, as well as a review of activities for service growth and revenue generation.

11.2 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.

12 PART 12 – OCCUPATIONAL HEALTH AND AMENITIES

12.1 Where Protective Personal Equipment (PPE) is required by the VMO to carry out their duties it will be supplied by Mater.

13 PART 13 – WORKPLACE BULLYING AND SEXUAL HARASSMENT

13.1 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.

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

14 PART 14 - EQUITY CONSIDERATIONS

14.1 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.

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

15 PART 15 - OVERPAYMENT

15.1 Any amount of payment paid to the VMO 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 as amended by Mater from time to time.

16 PART 16 – LEAVE RESERVED/NO EXTRA CLAIMS

16.1 It is agreed that the following changes may be made to a VMO's rights and entitlements during the life of this Agreement:

- (a) Rulings of the Fair Work Commission;
- (b) Mater Policies. Mater Policies as amended from time to time are not intended to be incorporated into this Agreement, but any entitlements that has been expressly included in this Agreement will continue to apply for the life of the Agreement.

Schedule One – Wage Rates

Visiting Medical Officers												
Classification Level	1 July 2015				1 July 2016				1 July 2017			
	Base Hourly Rate	Private Practice Hourly	Private Practice Fortnight	Private Practice Annual	Base Hourly Rate	Private Practice Hourly	Private Practice Fortnight	Private Practice Annual	Base Hourly Rate	Private Practice Hourly	Private Practice Fortnight	Private Practice Annual
Visting Specialist												
1st Year	110.7923	162.8647	10,423.34	271,938	113.5621	166.9363	10,683.92	278,736	116.4012	171.1098	10,951.03	285,705
2nd Year	114.5540	168.3944	10,777.24	281,171	117.4179	172.6043	11,046.68	288,200	120.3533	176.9194	11,322.84	295,405
3rd Year	118.2338	173.8037	11,123.44	290,203	121.1896	178.1487	11,401.52	297,458	124.2193	182.6024	11,686.55	304,894
4th Year	121.1960	178.1581	11,402.12	297,473	124.2259	182.6121	11,687.17	304,910	127.3315	187.1773	11,979.35	312,533
Senior Specialist	131.6715	193.5571	12,387.65	323,185	134.9633	198.3961	12,697.35	331,265	138.3374	203.3560	13,014.78	339,547
VMO Without FRACGP												
1st Year	96.2065	141.4236	9,051.11	236,137	98.6117	144.9592	9,277.39	242,041	101.0770	148.5832	9,509.32	248,092
2nd Year	99.8658	146.8027	9,395.37	245,119	102.3624	150.4727	9,630.25	251,247	104.9215	154.2346	9,871.01	257,528
VMO With FRACGP												
1st Year	96.2065	141.4236	9,051.11	236,137	98.6117	144.9592	9,277.39	242,041	101.0770	148.5832	9,509.32	248,092
2nd Year	99.8658	146.8027	9,395.37	245,119	102.3624	150.4727	9,630.25	251,247	104.9215	154.2346	9,871.01	257,528
3rd Year	103.5045	152.1516	9,737.70	254,050	106.0921	155.9554	9,981.15	260,401	108.7444	159.8543	10,230.68	266,911

Signed for and on behalf of Mater:

Print Name:

Signature:

Position:

Address:

Date:

In the presence of:

Signed for and on behalf of an Employee Representative:

Print Name:

Signature:

Position:

Address:

Date:

In the presence of:

Signed for and on behalf of the Australian Medical Association QLD

Print Name:

Signature:

Position:

Address:

Date:

In the presence of:

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

Print Name:

Signature:

Position:

Address:

Date:

In the presence of:
