



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mater Misericordiae Ltd
(AG2024/1256)

MATER MAINTENANCE SERVICES ENTERPRISE AGREEMENT 2023

Health and welfare services

COMMISSIONER MATHESON

SYDNEY, 17 MAY 2024

Application for approval of the Mater Maintenance Services Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Mater Maintenance Services Enterprise Agreement 2023* (Agreement). The application was made by Mater Misericordiae Ltd (Applicant) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act). The Agreement is a single enterprise agreement.

[2] I observe that certain provisions of the Agreement may be inconsistent with the National Employment Standards (NES). However, noting clause 1.4.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[3] The Applicant, who is also the employer covered by the Agreement, has provided written undertakings. A copy of the undertakings is attached at Annexure A of this decision (Undertakings). The views of each person I know is a bargaining representative for the Agreement were sought in relation to the Undertakings and no objections were raised. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[4] Pursuant to s.190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, and on the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to the application for approval of the Agreement have been met.

[6] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the Construction, Forestry and Maritime Employees Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 May 2024. The nominal expiry date of the Agreement is 31 August 2025.



COMMISSIONER

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Annexure A



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THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/1256

Applicant: Mater Misericordiae Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Derek Broanda, Senior Manager Industrial Relations, Entitlements and Policy, have the authority given to me by Mater Misericordiae Limited to give the following undertakings with respect to the *Mater Maintenance Services Enterprise Agreement 2023* ("the Agreement"):

1. In relation to cl 1.7.1 of the *Mater Maintenance Services Enterprise Agreement 2023* (Shiftworker):

- Where an employee would have been covered by the *Plumbing and Fire Sprinklers Award 2020*, save for the Agreement, and the Award provides a more favourable definition of shift worker for the employee, Mater will apply the Award term.
- Where an employee would have been covered by the *Health Professionals and Support Services Award 2020*, save for the Agreement, and the Award provides a more favourable definition of shift worker for the employee, Mater will apply the Award term.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: 

Date: 29 April 2024

Mater is a ministry of Mercy Partners



Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 – PRELIMINARY MATTERS

1.1 Title

- 1.1.1 This Agreement will be known as the Mater Maintenance Services Enterprise Agreement 2023.

1.2 Date and Period of Operation

- 1.2.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission (FWC) and will have a nominal expiry date of 31 August 2025.
- 1.2.2 All conditions prescribed in the Agreement will take effect upon the date the Agreement comes into operation except for wage increases prescribed in clause 3.1.

1.3 Renewal or Replacement Agreement

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

1.4 Relationships with Awards, Agreements and Other Conditions

- 1.4.1 This Agreement replaces the:
- a) Mater Maintenance Services Employees' Enterprise Agreement 2020-2023 and
 - b) Mercy Health & Aged Care Central Queensland Hospitality and Services Enterprise agreement 2014-2016.
- 1.4.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5 Coverage

- 1.5.1 This Agreement covers:
- (a) Mater; and
 - (b) Employees of Mater across Queensland, who are covered by the classifications set out in Schedule 3 – Work Level Statements.
 - (c) The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the document to approve the agreement, that the agreement covers the AMWU.
 - (d) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical, Energy and Services Division (ETU),

provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the document to approve the agreement, that the agreement covers the ETU.

- (e) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Plumbing Division (PPTU), provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the document to approve the agreement, that the agreement covers the PPTU.
- (f) Construction, Forestry and Maritime, Employee Union (CFMEU), provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the document to approve the agreement, that the agreement covers the CFMEU.

1.6 Objectives of the Agreement

1.6.1 The parties to this Agreement are committed to:

- (a) improving and maintaining quality health services;
- (b) maintaining a stable industrial relations environment;
- (c) collectively striving to achieve quality outcomes for patients;
- (d) achieving a skilled, motivated and adaptable workforce; and
- (e) providing fair remuneration for work done.
- (f) embracing diversity and actively seeking opportunities to encourage inclusion in employment.

1.7 Definitions

1.7.1 In this Agreement, the following definitions apply:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **Agreement** means *Mater Maintenance Services Employees' Enterprise Agreement 2023*.
- (c) **Employee** means employees covered by this Agreement.
- (d) **FWC** means the Fair Work Commission.
- (e) **Immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (f) **Maintenance Services Employees** means those Employees providing the following services and whose roles are within the classifications in Schedules Two and Three:
 - (i) Building Trades services, including painting and carpentry;
 - (ii) Mechanical Services, including fitting and refrigeration;
 - (iii) Electrical;
 - (iv) Plumbing;
 - (v) Gardening;
 - (vi) Non trade qualified handyman services;
 - (vii) Boiler operation;
 - (viii) Driving (specifically ute drivers).
- (g) **Mater** means Mater Misericordiae Limited (ACN 096 708 922).
- (h) **Mater Procedure and Mater Policy** may be used interchangeably and means a policy or procedure in place within Mater which may be amended from time-to-time.
- (i) **National Employment Standards (NES)** means the standards contained in the Act.
- (j) **Paypoint** means the specific rate of remuneration payable to Employees within an Employee classification level.
- (k) **Rostered Days Off** means those days in each work cycle where an Employee is not rostered for ordinary working hours and this excludes Accrued Days Off.
- (l) **Services** means services ordinarily performed by an Employee in classifications set out in Schedule Two of this Agreement.
- (m) **Shift Worker**, for the purpose of the extra weeks' annual leave (section 87 of the Act), means an Employee who:
 - (i) Works in an enterprise in which shifts are rostered over the 7 days in a week; and
 - (ii) Is regularly rostered to work shifts on Sundays and Public Holidays.
- (n) **Work Level Statement** means a concise statement of the duties, skills and responsibilities indicative of a given classification level as outlined in Schedule Three.

1.8 Posting of the Agreement

1.8.1 A copy of this Agreement will be placed on the Mater intranet site.

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 NES;

this clause sets out procedures to settle the dispute.

1.9.2 An Employee who is a party to the dispute may appoint a representative, including a union representative, for the purposes of the procedures in this clause.

1.9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee/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 the FWC.

1.9.5 The FWC may deal with the dispute in two (2) stages:

- (a) the FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

A decision the FWC 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.

1.9.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) An Employee 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 Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

1.9.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

1.10 Flexibility Term

1.10.1 Mater and an Employee 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 Employee 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 Employee.

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

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee 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 Employee; and
- (c) is signed by Mater and the Employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; 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 Employee 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 Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

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

1.11 Mater Consultative Forum

1.11.1 Mater Consultative Forum (MCF) will continue in accordance with the agreed Terms of Reference.

1.11.2 The MCF is a series of meetings attended by the parties with the objective of achieving a cooperative workplace culture.

1.11.3 It is not a function of the MCF to address individual employee issues.

1.12 Consultation

1.12.1 This clause 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 Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

1.12.2 For a major change referred to in paragraph 1.12.1(a):

- (a) Mater must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 1.12.3 to 1.12.9 apply.

1.12.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

1.12.4 If:

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

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures Mater is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) For the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (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 Employees; and
 - (iii) any other matters likely to affect the Employees.

1.12.6 However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Employees.

1.12.7 Mater must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

1.12.8 If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Mater, the requirements set out in sub clauses 1.12.2(a), 1.12.3 and 1.12.5 are taken not to apply.

1.12.9 In this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:

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

Change to regular roster or ordinary hours of work

1.12.10 For a change referred to in paragraph 1.12.1(b):

- (a) Mater must notify the relevant Employees of the proposed change; and
- (b) subclauses 1.12.11 to 1.12.15 apply.

1.12.11 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

1.12.12 If:

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

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

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion - provide to the relevant Employees:
 - (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 Employees; and
 - (iii) information about any other matters that Mater reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

1.12.14 However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Employees.

1.12.15 Mater must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

1.12.16 In this clause "**relevant Employees**" means the Employees who may be affected by a change referred to in subclause 1.12.1.

PART 2 – BASIS OF EMPLOYMENT

2.1 Confirmation of Employment

2.1.1 Every Employee will receive, on or prior to their commencement with Mater, a letter of appointment which sets out their classification level, status (casual, part-time or full-time), whether they are temporary or permanent and their commencement date.

2.2 Full-time Employees

2.2.1 A full-time Employee is an Employee who is engaged to work an average of thirty-eight (38) hours per week.

2.3 Part-time Employees

2.3.1 A part-time Employee means an Employee, other than a casual Employee, who is engaged to work regular hours, and who is employed for no less than eight (8) ordinary hours per fortnight and fewer than an average of seventy-six (76) hours per fortnight, and who receives on a pro rata basis equivalent pay and conditions to those full-time Employees of the same classification.

2.3.2 The following conditions apply to part-time Employees:

The spread of ordinary working hours is the same as those for a full-time Employee in accordance with clause 5.1, PART 5 – HOURS OF WORK

- (a) Ordinary Span of Hours of Work
- (b) The minimum rostered shift length for a part-time Employee is four (4) hours.
- (c) Any hours worked in excess of seventy-six (76) per fortnight will be paid at overtime rates in accordance with clause 5.7(Overtime).

2.3.3 Where a part-time Employee is:

- (a) offered additional hours of work to be paid at ordinary rates and agrees to work those hours on that basis, then such additional hours will be paid at ordinary rates (subject to clause 2.3.2(c)) and will be included in calculating pro rata leave entitlements, employer superannuation contributions or service towards any applicable Paypoint increment; or

- (b) required by Mater to work additional hours, then such additional hours will be paid at overtime rates in accordance with clause 5.7 (Overtime) and such hours will not be included in calculating pro rata leave entitlements, employer superannuation contributions or service towards any applicable Paypoint increment.

2.3.4 Before commencing employment, Mater and the part-time employee will:

- (a) Agree in writing on a regular pattern of work, including:

- i. The number of hours to be worked each week; and
- ii. The days of the week to be worked

- (b) The terms of the agreement may be varied by agreement between Mater and the employee and recording in writing.

2.3.5 A part-time Employee will also be entitled to any applicable allowances based pro rata on the number of hours worked in any week provided that the following provisions apply in full:

- (a) Meal Breaks and Meal Allowances– Clause 5.9;
- (b) On Call Allowance – Trade Group Managers– Clause 7.1;
- (c) On-Call Allowance – Other than Trade Group Managers – Clause 7.2; and
- (d) Tool Allowance- Clause 9.6.

2.3.6 Part-time Employees are entitled to public holiday penalty provisions in accordance with clause 4.13 (Public Holidays) of this Agreement. Payment will only be made for hours actually worked, with the appropriate minimum payments applied where necessary.

2.3.7 A part-time Employee who usually works on a day of the week on which a public holiday falls and who is not required to work or who is rostered off duty on that day, must be paid for the hours which would otherwise have been worked on that day.

2.3.8 Subject to the provisions contained in this Agreement, all other provisions of this Agreement applicable to a full-time Employee will apply pro rata to a part-time Employee.

2.4 Casual Employees

2.4.1 A casual Employee means an Employee who is engaged as a casual Employee and paid on an hourly basis.

2.4.2 The hourly rate for the purpose of this clause will be 1/76th of the ordinary fortnightly salary for the appropriate classification.

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

2.4.4 Subject to clause 2.4.8, where applicable, a casual Employee will be entitled to overtime, penalty rates 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 but are instead calculated separately.

2.4.5 Subject to clause 2.4.8, a casual Employee may also be entitled to the payment of any applicable allowances based pro rata on the number of hours worked, provided that the following provisions apply in full:

- (a) Meal Breaks and Meal Allowances – Clause 5.9; and
- (b) On Call Allowance – Clause 7.1 & 7.2; and
- (c) Tool Allowance - Clause 9.6.

2.4.6 Fares and travelling allowance will not apply to casual Employees.

2.4.7 Each engagement will stand alone with a minimum payment of two (2) hours and a maximum shift length of ten (10) hours in accordance with clause 5.2.4 (Working a 38 Hour Week).

2.4.8 With respect to Sundays, casual Employees will be paid the Sunday shift penalty prescribed by clause 5.6 (Shift Penalties) and will not be entitled to an additional 23% loading.

2.4.9 Except pursuant to clause 4.5 (Long Service Leave), a casual Employee will not be entitled to any other leave payment.

2.5 Temporary Employees

2.5.1 A temporary Employee is an Employee engaged for a fixed term period to meet temporary circumstances such as:

- (a) Unexpected/unplanned leave;
- (b) Planned leave (e.g., Maternity leave);
- (c) Long term illness;
- (d) Fixed term projects;
- (e) 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.

2.5.2 A temporary Employee will be notified in writing on or 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.

2.5.3 Before commencing employment, Mater and the employee will agree in writing on a regular pattern of work including:

(a) The number of hours to be worked each week; and

(b) The days of the week to be worked.

(c) The terms of the agreement may be varied by agreement and recorded in writing.

2.5.4 A temporary Employee will be provided with details of the conditions of employment, including access to a copy of the relevant Agreement. If a temporary Employee holds a substantive position prior to taking up a temporary position (that is either permanent or has a fixed term end date after the conclusion of the temporary appointment) they will return to that substantive position upon completion of their temporary position.

2.5.5 Any period of employment for a temporary Employee will be counted as continuous service for the purpose of calculating any entitlements in accordance with the Act.

2.5.6 When temporary positions are extended, the temporary Employee is to be advised in writing of the new finishing date and/or conditions of the extension.

2.6 Notice of Termination of Employment

2.6.1 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of the following notice by either Mater or Employee:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

2.6.2 In addition to this notice, Mater will provide Employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service, an additional week's notice.

2.6.3 Mater may make payment in lieu of the notice if Mater requires that part or all of the notice period is not required to be worked. In calculating any payment in lieu of notice, the payment will be based on the base rate of pay for the ordinary hours the Employee would have worked during the period of notice.

2.6.4 If an Employee fails to give the required notice Mater may withhold from an employee's wages due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Employee.

2.7 Statement of Employment

- 2.7.1 Upon request, on termination of employment, an Employee will be given a statement of service setting out the duration of employment and the capacity in which they were employed.

2.8 Job Security and Redundancy

- 2.8.1 Mater is committed to maximising permanent employment and job security for its permanent Maintenance Services Employees. It is acknowledged that job security for Employees assists in ensuring workforce stability, cohesion and motivation.
- 2.8.2 Clauses 2.8.3 to 2.8.7 apply to permanent Employees only
- 2.8.3 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 Employees to suitable alternative positions, as determined by the Act, at any Mater facility in the greater Brisbane region.
- (a) For the purposes of this clause only, Mater facility includes any health service of Mater or any related, associated or subsidiary company of Mater which Mater operates or is contracted to operate or provide Services to.
- 2.8.4 Where Mater identifies a suitable alternative position that may be suitable for redeployment, it will:
- (a) review the skills needed to perform the essential requirements of the position;
- (b) assess if the affected Employee has the necessary skills and relevant experience or is reasonably able to be retrained to perform in the position;
- (c) where it is assessed that the Employee is reasonably able to be retrained, provide such reasonable training as is necessary; and
- (d) offer redeployment.
- 2.8.5 Any consideration of redundancies of Employees' positions will follow the consultation process outlined in the clause 1.12 (Consultation) of the Agreement.
- 2.8.6 All entitlements to redundancy payments will be in accordance with the below table and will be in addition to the requisite notice period required as per clause 2.6.1 (Notice of Termination of Employment).

Redundancy pay period		
	Employee'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

2.8.7 Where Mater has given notice of termination to an Employee due to redundancy, the Employee is allowed up to one (1) day off per week during the notice period 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 Employee after consultation with the Employee's Manager.

2.9 Disciplinary Processes

2.9.1 Disciplinary processes for employees covered by this Agreement will be undertaken in accordance with relevant Mater policy and/or procedure.

PART 3 – WAGE AND SALARY-RELATED MATTERS

3.1 Wage Increases

3.1.1 The wage rates for Employees are set out in Schedule One of this agreement.

3.1.2 Any retrospective payment provided by this enterprise agreement is only available to employees employed by Mater when the agreement commences operation of the agreement , in accordance with section 54 of the *Fair Work Act*.

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

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

3.2 Salary Sacrificing

3.2.1 Salary sacrificing arrangements may be available to eligible Employees in accordance with applicable legislation.

3.3 Classification Structure, Appointments and Progression

3.3.1 Appointment to Classification Levels

- (a) Appointment to a classification level will be based on appointment on merit to advertised vacancies.
- (b) When external appointments are made to any classification level, the relevant experience of the appointee may be recognised by Mater in determining whether wages in excess of Paypoint 1 will apply.

3.3.2 Movement within Classification Levels

- (a) An Employee will progress from one Paypoint to the next within a classification level on completing 12 months full-time equivalent continuous service (1976) hours on each Paypoint.
- (b) For the purpose of this clause continuous service for a casual Employee ends if the employment is broken by more than three (3) months between the end of one (1) employment contract and the start of the next employment contract.
- (c) No Employee will be entitled to receive annual salary increments unless the Employee has carried out the role diligently, efficiently and to the required satisfaction. Where an Employee is undertaking a formal Performance Improvement Process as at their anniversary date, progression to the next Paypoint will not occur until such process is successfully completed.

3.3.3 Movement between Classification Levels

- (a) Movement between classification levels will be based on appointment on merit to advertised vacancies.
- (b) An existing Employee appointed to a position at a higher classification level will be appointed to Paypoint 1 of the higher classification level unless that Employee has already completed 1976 hours at the higher position and then the Employee will be appointed at the next Paypoint.

3.4 Higher Duties

3.4.1 Where an Employee is formally appointed by Mater to temporarily act in a higher level as a Trade Group Manager for at least five (5) working days, or the equivalent duration in the case where the higher-level role is part-time, they will be paid at Paypoint 1 of the classification level of that higher position for the duration of the higher duties appointment, but will progress to the next Paypoint if that Employee has been acting in the higher position:

- (a) continuously for a 12-month full-time equivalent period (1976 ordinary hours); or
- (b) non-continuously for a period that aggregates in total to a 12-month full-time equivalent period (1976 ordinary hours) within a preceding 24 calendar month period.

3.4.2 Where an Employee is formally appointed by Mater to temporarily act in a higher level as a Trade Coordinator for at least 1 day or 1 complete shift, they will be paid at Paypoint 1 of the classification level of that higher position for the duration of the higher duties' appointment, but will progress to the next Paypoint if that Employee has been acting in the higher position:

(a) continuously for a 12-month full-time equivalent period (1976 ordinary hours); or

(b) non-continuously for a period that aggregates in total to a 12-month full-time equivalent period (1976 ordinary hours) within a preceding 24 calendar month period.

3.4.3 For the purposes of this clause, acting in a higher-level role means undertaking the role in a capacity which is more than on a care-taking basis, requiring the employee to carry out the majority of the higher-level role's duties including the management of the team and being solely responsible for the service delivery of the function.

3.4.4 Where an RDO, ADO or public holiday falls within the minimum period prescribed by clause 3.4.1 or 3.4.2, this ADO, RDO or public holiday will be included as one of the five days for the purposes of this clause.

3.4.5 For the purposes of all leave (with the exception of Parental Leave) an Employee is to be paid at the rate they were receiving immediately prior to commencing leave.

3.5 Superannuation

3.5.1 Mater will make compulsory employer contributions to employees in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).

3.5.2 Mater's employer nominated superannuation fund (default fund) is the Health Employees Superannuation Trust of Australia (HESTA).

3.5.3 For clarity, the compulsory employer contribution is calculated in accordance with the legislation based on ordinary time earnings.

PART 4 – LEAVE

4.1 Parental Leave

4.1.1 Mater supports Employees during their pregnancy and offers paid parental leave, unpaid parental leave and flexible rostering to accommodate pregnancy-related appointments. Mater's Parental Leave policy, as amended by Mater from time to time, provides further information with respect to the support provided to Employees.

4.2 Paid Maternity and Adoption Leave

4.2.1 Eligible Employees, that is, Employees other than casual Employees with twelve (12) months of continuous service at the expected date of birth/adoption, will be entitled to a period of twelve (12) weeks paid maternity/adoption leave in accordance with Mater procedure (pro rata for part time Employees).

- 4.2.2 Leave may be taken at half pay for double the period of time by the Employee agreeing that for the duration of the leave their current ordinary hours will be deemed to be halved and leave will accrue accordingly.

4.3 Unpaid Parental Leave

- 4.3.1 Employees will be entitled to unpaid parental leave in accordance with the Act and Mater Procedure.

4.4 Statutory Paid Leave

- 4.4.1 For information purposes only, a paid parental leave scheme is currently provided by the Federal Government in accordance with the *Paid Parental Leave Act 2010* (Cth) and administered by the Family Assistance Office. This scheme may be subject to change and does not form any entitlement pursuant to this Agreement.

4.5 Long Service Leave

- 4.5.1 Full-time Employees who complete ten (10) years continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service thereafter.
- 4.5.2 Part-time and casual Employees accrue long service leave on a proportionate basis.
- 4.5.3 Payment of long service leave is based on the ordinary rate being paid to the Employee immediately before the leave is taken.
- 4.5.4 Employees may take leave on a pro rata basis after seven (7) years continuous service but are only entitled to payment in lieu of leave on termination after ten (10) years continuous service.
- 4.5.5 Exceptions to payment in lieu of long service leave on termination prior to the completion of ten (10) years continuous service are in accordance with the *Industrial Relations Act 2016* (Qld).
- 4.5.6 Employees may apply to take long service leave at half pay for double the period of time subject to Mater's discretion.
- 4.5.7 Where an employee requests the approval of long service leave at half pay, the employee agrees that 50 per cent of the leave period will be taken as unpaid leave. Accordingly, the unpaid portion of the leave will not be counted as service for the purposes of leave accrual.
- 4.5.8 Subject to the employee's agreement (cl. 4.5.7) Mater will average the unpaid portion of the leave period over the full period.

4.6 Managing Long Service Leave

- 4.6.1 An Employee may be directed to take Long Service Leave in accordance with the *Industrial Relations Act 2016* (Qld), as amended from time to time, when the Employee has completed ten (10) years continuous service. In circumstances where Mater and the Employee have been unable to agree on mutually acceptable leave arrangements, Mater may decide when the Employee is to take leave by giving at least three (3) months' written notice of the date on which the Employee must take at least four (4) weeks Long Service Leave.

4.7 Cashing out Long Service Leave

- 4.7.1 Employees with ten (10) or more years of service may apply to cash out a portion of their accrued long service leave (instead of taking the leave) in the following circumstances:
- (a) on compassionate grounds; or
 - (b) on the ground of financial hardship.
- 4.7.2 All requests and supporting documentation must be submitted in writing and approval is subject to the discretion of the Chief People Officer.

4.8 Annual Leave

- 4.8.1 All full-time Employees are entitled to accrue four (4) weeks annual leave per year. Part-time Employees will be entitled to a pro rata amount of leave.
- 4.8.2 A full-time Employee who meets the definition of Shift Worker as defined in clause 1.7.1(l) is entitled to an additional week's annual leave per year. Part-time Employees who meet the definition of Shift Worker will be entitled to a pro rata amount of leave.
- 4.8.3 Annual leave is to be taken at a time mutually agreed between Mater and the Employee. Any period of annual leave will be exclusive of any public holiday which may occur during the period of that annual leave.
- Employees may apply to take annual leave at half pay for double the period of time subject to Mater's discretion.
- 4.8.4 Where an employee requests the approval of annual leave at half pay, the employee agrees that 50 per cent of the leave period will be taken as unpaid leave. Accordingly, the unpaid portion of the leave will not be counted as service for the purposes of leave accrual.
- 4.8.5 Subject to the employee's agreement (cl. 4.8.4) Mater will average the unpaid portion of the leave period over the full period.
- 4.8.6 Calculation of annual leave (including any proportionate leave) payment will be 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 and leave loading	The Employee's ordinary wage rate as prescribed by the Agreement for the period of annual leave and 17.5% for 4 weeks.

Shift workers

Package	Details
Shift Workers Annual Leave Package	5 Weeks Annual Leave Annual Leave Loading on 5 weeks (27.5%)
Payment and leave loading	The Employee's ordinary wage rate as prescribed by the Agreement for the period of annual leave and 27.5% for 5 weeks.

4.9 Cashing out Annual Leave

- 4.9.1 Mater is committed to ensuring that all Employees access their accrued leave for rest and recreation away from the workplace each year.
- 4.9.2 An Employee may cash out an Employee's entitlement to annual leave provided that:
- (a) each request is made in writing;
 - (b) the Employee maintains a balance of at least four (4) weeks annual leave after cashing out the leave, in accordance with the provisions of the Act; and
 - (c) the Employee has taken at least two (2) weeks of annual leave in the twelve (12) month period immediately prior to making a request.

4.10 Direction to take Annual Leave

- 4.10.1 Subject to the provisions of the Act, an Employee may only be directed to take annual leave where it is reasonable to do so subject to the following:
- (a) The Employee has an annual leave balance in excess of two (2) years accrual;
 - (b) The Employee and Mater have had a discussion concerning the reasons why the Employee has not taken a period of annual leave (the purpose being to ascertain whether the Employee is saving the leave for a particular occasion, and whether such leave may be able to be approved);
 - (c) The Employee and Mater have been unable to agree on mutually acceptable leave arrangements;

- (d) Subject to the Employee and Mater having the above conversations, Mater provides the Employee with twenty-eight (28) days' notice in writing directing the Employee to take a period of leave; and
- (e) Employees may only be able to be directed to take annual leave once in a twelve (12) month period unless otherwise agreed.

4.10.2 Any period of directed leave under this clause must not reduce the Employee's total leave balance below six (6) weeks' accrual.

4.11 Personal/Carer's leave

4.11.1 An Employee, other than a casual, is entitled to accrue up to ten (10) days personal/carers' leave (pro rata for part-time Employees) for each year of service.

4.11.2 An Employee's entitlement to paid personal/carers' leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. The entitlement covers paid personal and carer's leave, that is, there is no additional accrual for carer's leave.

4.11.3 An Employee may take paid personal/carers' leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury; or
 - (ii) an unexpected emergency.

4.11.4 Leave may be taken for part of a day.

4.11.5 Entitlement to personal/carers' leave is conditional on the Employee promptly, where possible prior to the commencement of the shift, notifying their Manager of their absence and of its expected duration.

4.11.6 An application for personal/carers' leave is to be supported by a medical certificate or any other evidence that is reasonably acceptable to Mater in the following situations:

- (a) absences of more than 1 day; or
- (b) absences on a working day before or following an RDO, ADO, annual leave or public holiday; or
- (c) or any period of absence where an employee is on an attendance program.

4.11.7 Payment of personal leave is based on the ordinary rate being paid to the Employee immediately before the leave is taken.

4.11.8 Leave debits will be equivalent to the ordinary hours the Employee would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

4.12 Compassionate leave

4.12.1 An Employee is entitled to two (2) days of paid compassionate leave in accordance with the NES.

4.12.2 For Employees other than casuals, such leave will be without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days of work.

4.12.3 Casual Employees are entitled to unpaid compassionate leave.

4.13 Public Holidays

4.13.1 Work performed by an Employee on any day appointed under the *Holidays Act 1983* (QLD) or any day appointed to be in place of any such holiday will be paid at a total of 250% for a minimum of four (4) hours. For clarity, any ordinary work worked on a Public Holiday will be paid at a total of 250% for a minimum of four (4) hours.

4.13.2 An Employee other than a casual Employee who would ordinarily be required to work on a day on which any public holiday falls, but who is not required to work, is entitled to full pay for the time the Employee would ordinarily have been required to perform work on that day.

4.14 Christmas Concessional Day

4.14.1 A Concessional Day, as determined in advance by Mater, is a day that falls within the Christmas/New Year without it being debited from the annual leave balance of an Employee.

4.14.2 Those eligible for the Concessional Day are:

- (a) Full-time Employees and part time Employees, subject to (b), who have an entitlement to four (4) weeks annual leave (pro rata for part time employee). Those Employees entitled to five (5) weeks (or pro rata) annual leave are not entitled to this day;
- (b) Part-time Employees who are rostered to work on the day of the week on which the Concessional Day falls will not have a debit from their annual leave balance for the hours which fall on the Concessional Day. If they do not ordinarily work on the day of the week on which the Concessional Day falls they are not entitled to a Concessional Day.

4.14.3 Neither a Shiftworker (as defined in cl. 1.7 (m)) nor a Casual Employee will be eligible for the Concessional Day.

4.14.4 Those Employees entitled to the Concessional Day but required to work on the Concessional Day will receive time in lieu for the time worked to be taken at a mutually agreed time by 31 March of the following year.

4.15 Leave to deal with Domestic and Family Violence

4.15.1 Mater is strongly committed to providing a healthy and safe working environment for all Employees. It is recognised that Employees sometimes face difficult situations in their personal life, such as domestic and family violence, that may affect their attendance or performance at work, or safety, and Mater has a comprehensive Domestic and Family Violence Guideline in place for this purpose.

4.15.2 The entitlement for paid leave to deal with domestic and family violence is outlined in the NES.

4.16 Jury Service

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

4.16.2 Alternatively, by agreement, fees (excluding meal allowance) received by the Employee to attend jury service will be paid to Mater and Mater will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.

4.16.3 Employees 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.

4.16.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

4.17 Ceremonial Leave

4.17.1 An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes may apply to take up to 10 days unpaid leave in any one year, subject to Mater's approval.

4.17.2 In considering an Employee's request to access ceremonial leave, Mater must consider the following:

- (c) Mater's capacity to reorganise work arrangements to accommodate the Employee's request; and
- (d) the impact of the Employee's absence on the delivery of customer service; and
- (e) the Employee's circumstances.

4.17.3 The Employee must give Mater:

- (a) reasonable notice of the intention to take ceremonial leave before taking the leave; and
- (b) the reason for taking the leave; and
- (c) the period that the Employee estimates the Employee will be absent.

PART 5 – HOURS OF WORK

5.1 Ordinary Span of Hours of Work

- 5.1.1 Except in the case of a shift worker or unless otherwise stated at clause 5.2 (Working a 38-hour week), the ordinary span of hours for an Employee will be between 05:00 and 18:00, Monday to Friday.
- 5.1.2 With respect to subclause 5.1.1, rosters commencing at 05:00 will be implemented by mutual agreement and such agreement will not be unreasonably withheld by either party taking into account the personal circumstances of the Employee and the operational requirements of Mater. For the sake of clarity, mutual agreement is not required for rosters commencing at 06:00 or afterwards.
- 5.1.3 Work undertaken within the ordinary span of hours are paid at the ordinary rate and do not attract additional payment, unless overtime provisions otherwise apply.

5.2 Working a 38-hour week

- 5.2.1 The ordinary hours of work for full-time Employees are thirty-eight (38) hours per week and may be averaged over a period of up to four (4) weeks.
- 5.2.2 Such hours will be worked by an Employee at the discretion of Mater based on the business needs of the individual work area in accordance with one of the following methods:
 - (a) 38 hours per week; or
 - (b) an average of 38 hours per week pursuant to an Accrued Day Off arrangement outlined in clause 5.3 (Accrued Day Off).
- 5.2.3 Where the proposed implementation of a method for working hours at an individual work area introduces a change to the regular roster or ordinary hours of work of Employees, then consultation with relevant Employees will occur in accordance with clause 1.12 (Consultation).
- 5.2.4 The maximum shift length excluding any unpaid meal breaks must not exceed ten (10) hours per day, provided that where the shift length is to exceed ten (10) hours on any day, it will be subject to the agreement of Mater and the majority of Employees concerned.

5.3 Accrued Days Off

- 5.3.1 Where Accrued Day Off (ADO) arrangements are implemented, full time Employees' roster will be structured such that the thirty-eight (38) ordinary hours per week are averaged in accordance with a roster that provides for up to a maximum of two (2) rostered ADOs over a four (4) week cycle.

For example - Employees are rostered to work forty (40) ordinary hours per week with the additional hours worked over the four (4) week work cycle being credited towards one rostered ADO in that cycle.

- 5.3.2 An Employee will be debited annual and personal/carer's leave based on the hours that were rostered on the day of any absence to allow for the accrual of an ADO.
- 5.3.3 Whereas at the date of termination, an Employee has an accumulated ADO balance, the Employee will be paid for the time so accrued at the Employee's ordinary rate of pay.

5.4 Rostered Days Off

- 5.4.1 Employees must be allowed two (2) whole consecutive rostered days off in each week: Provided, that in lieu of two (2) whole days off in each week an Employee may be allowed in each fortnightly period:
- (a) one (1) day off in one (1) week and three (3) consecutive days off in the other week; or
 - (b) four (4) consecutive days off; or
 - (c) two (2) groups of two (2) consecutive days off.

Provided further that two (2) consecutive days off, one at the end of one (1) week and one (1) at the beginning of the following week may be counted as meeting the requirements of this clause.

5.5 Rosters

- 5.5.1 Employees will be notified of the roster at least one (1) calendar week in advance of the roster cycle.
- 5.5.2 Changes to regular rosters will be able to be amended by Mater in accordance with clause 1.12 (Consultation).
- 5.5.3 In exceptional or emergent circumstances a temporary roster change will be able to be implemented with 24 hours' notice to the affected Employee(s).

5.6 Shift Penalties

- 5.6.1 Penalty rates for afternoon, night and weekends will be paid where the shift meets the following definitions:

Shift	Definition	Penalty or Allowance
Afternoon	Means any shift worked Monday to Friday commencing on or after 12pm (noon) and finishing before 12am (midnight), where at least 50% of which is worked after 6pm.	15% penalty paid for the entire shift
Night	Means any shift worked Monday to Friday commencing on or after 6pm and finishing before 8am the following day, where at least 50% of which is worked after 12am (midnight).	15% penalty paid for the entire shift
Saturday	All ordinary time worked between midnight Friday and midnight Saturday.	50% penalty
Sunday	All ordinary time worked between midnight Saturday and midnight Sunday.	100% penalty

5.6.2 Afternoon and Night penalties will not apply to work performed on Saturday, Sunday and public holidays.

5.7 Overtime

5.7.1 An Employee who is duly authorised by their Manager to perform work:

- (a) in excess of the thirty-eight (38) ordinary hours per week specified in clause 5.2 (Working a 38 hour week) of this Agreement; or
- (b) in excess of ten (10) hours per day, unless a shift length is agreed to exceed ten (10) hours in accordance with clause 5.2.4 (Working a 38 Hour Week); or
- (c) in excess of their rostered ordinary hours in the case of employees working ADO arrangements pursuant to clause 5.3 (Accrued Days Off);

will be paid for such excess hours as follows:

JOB TITLES	DAY	OVERTIME PAYMENT
All Trades	Monday to Friday	150% for the first 2 hours, 200% thereafter. Shift Workers 200%
	Saturday	150% for the first 2 hours, 200% thereafter, minimum of 3 hours. Shift Workers 200%
	Sunday	200% for all hours, minimum of 3 hours
	Public Holidays	300% for the first 2 hours, 400% thereafter, minimum of 4 hours. Shift Workers 400%
	Accrued Day Off	150% for the first 2 hours, 200% thereafter, minimum of 3 hours. Shift Workers 200
Trade Group Managers, Grounds & Gardens, Drivers	Monday to Friday	150% for the first 3 hours, 200% thereafter. Shift Workers 200%
	Saturday	150% for the first 3 hours, 200% thereafter, minimum of 2 hours. Shift Workers 200%
	Sunday	200% for all hours, minimum of 2 hours

	Public Holidays	300% for the first 3 hours, 400% thereafter, minimum of 4 hours. Shift Workers 400%
	Accrued Day Off	150% for the first 3 hours, 200% thereafter, minimum of 2 hours. Shift Workers 200%

5.7.2 The minimum hours prescribed in clause 5.7.1 shall only apply where the overtime is worked as a standalone shift.

5.8 Time off in lieu

5.8.1 An Employee, other than a Shift worker who performs overtime work, may at the Employee's option, be granted time off at a mutually convenient time equivalent to the number of hours worked in lieu of payment for such overtime provided that overtime taken on a time in lieu basis will be taken in periods mutually agreed between Mater and the Employee within three (3) months of accrual.

5.9 Meal Breaks and Meal Allowances

5.9.1 Unpaid Meal Breaks

An Employee who works in excess of five (5) hours will receive an unpaid meal break of not less than thirty (30) minutes and not more than sixty (60) minutes unless there is an operational requirement for the Employee to work in excess of six (6) hours prior to receiving an unpaid meal break.

- (a) The time of taking the meal break may be varied by agreement between Mater and Employee.
- (b) Employees who work a shift of twelve (12) ordinary hours will receive two (2) unpaid meal breaks, each of not less than thirty (30) minutes duration and not more than sixty (60) minutes.

5.9.2 Paid Meal Break

- (a) Where it is not deemed operationally viable for the Employee to be relieved (i.e. the Manager is unable to arrange relief so as to enable the Employee to take an unpaid meal break), the Employee will receive a paid meal break at the Employee's ordinary rate of pay.

5.9.3 Tea breaks

- (a) Every Employee whose shift extends for at least five (5) hours will receive a paid ten (10) minute tea break for each period worked in excess of four (4) hours at a time to be agreed between Mater and the Employee.
- (b) Subject to agreement between Mater and the Employee, such breaks may alternatively be taken as one (1) twenty (20) minute tea break.

- (c) Tea breaks will count as time worked.

5.9.4 Meal allowances whilst on overtime

- a) An Employee who works overtime directly at the end of a rostered shift and as a result works for at least twelve (12) hours will be paid a meal allowance (outlined at cl 5.9.5), with a provision of a further meal allowance and a half hour paid meal break after the completion of each additional four (4) hours overtime worked.
- b) An Employee who works overtime on a rostered day off will be paid a meal allowance after each period of five (5) hours of continuous overtime, as well as a half-hour paid meal break.

5.9.5 Meal allowance will be paid as follows:

First full pay period on or after 1 September 2023	First full pay period on or after 1 September 2024
\$15.28	\$15.89

5.10 Breaks between shifts

5.10.1 Subject to clause 5.10.2, an Employee will be provided with ten (10) consecutive hours off duty between the completion of duty on one (1) shift and the commencement of duty on the following shift.

5.10.2 Eight (8) hours is substituted for ten (10) hours:

- (a) for the purpose of changing rosters (for shift workers); or
- (b) where a shift is worked by arrangement between the shift workers themselves; or
- (c) in any other case, whether shift workers or non-shift workers, as agreed in writing between Mater and the Employee concerned.

PART 6 – PROFESSIONAL DEVELOPMENT SUPPORT

Mater recognises the importance of professionally developing Employees whilst balancing the need to maintain patient/business imperatives.

6.1 Professional Development Support

6.1.1 Permanent full-time and part-time Employees will be eligible to apply for Professional Development Support. All Employees are actively encouraged to access this avenue to further their professional development.

- 6.1.2 Professional Development Support may be in the form of payment for costs and expenses associated with undertaking professional development.
- 6.1.3 The Employee is able to submit such an application to the Mater Staff Education Fund. Applications will be assessed based on the following criteria:
- (a) available budget; and
 - (b) demonstrable benefits to Mater; and
 - (c) benefits to the Employee and relevance to their current role.

PART 7 – ON CALL

7.1 On Call Allowance – Trade Group Managers

- 7.1.1 Employees who are instructed to be on call outside ordinary or rostered working hours will receive an allowance based on the details specified in clause 7.1.2.
- 7.1.2 Where an Employee is instructed to be available on call outside ordinary or rostered working hours, such Employee will be paid an allowance in accordance with the following scale:

Period On Call	First full pay period on or after 1 September 2023	First full pay period on or after 1 September 2024
(a) Whole of RDO, ADO or public holiday	\$44.81	\$46.60
(b) Night only of RDO, ADO or public holiday	\$28.30	\$29.43
(b) Any night	\$26.00	\$27.04

- 7.1.3 For the purpose of this clause, a 'night' on call consists of those hours falling between 16:00 and 07:00 or hours mainly between such times.
- 7.1.4 Where practicable, Mater must not require an Employee to be rostered on-call for a period in excess of six (6) consecutive weeks.

7.2 On Call Allowance – Other than Trade Group Managers

- 7.2.1 For the purpose of this clause, an Employee who is on call will mean an employee who, outside ordinary working hours, is required to make themselves available at all times to perform call back work.

- 7.2.2 Employees rostered to be on call for call back work outside of ordinary working hours will be paid an allowance as outlined in the below table for each day when they are rostered on call, in addition to the rates prescribed in this Agreement for such Employees.

Period On Call	First full pay period on or after 1 September 2023	First full pay period on or after 1 September 2024
(a) Whole of RDO, ADO or public holiday	\$36.04	\$37.49
(b) Night only of RDO, ADO or public holiday	\$26.00	\$27.04
(b) Any night	\$26.00	\$27.04

- 7.2.3 Employees rostered to be on call shall continue to have one (1) day added to their time in lieu leave balance for each statutory public holiday on which they are required to remain on call.

PART 8 – RECALL

8.1 Recall Payment

- 8.1.1 For the time that an Employee on call in accordance with 'Part 7 – On Call' is recalled to perform duties, the Employee is entitled to:
- (a) For a recall on Monday to Friday requiring attendance at Mater, payment at the prescribed overtime rate for the time worked, with a minimum payment of four (4) hours. If the Employee is required to again perform duties within that four (4) hour period, no further minimum payment will apply. The minimum payment for Trade Group Managers, Grounds & Gardens and Drivers is two (2) hours.
 - (b) For a recall on Saturday or Sunday requiring attendance at Mater, payment at the prescribed overtime rate for the time worked with a minimum payment of 4 hours. The minimum payment for Trade Group Managers, Grounds & Gardens and Drivers is two (2) hours.
 - (c) For a recall on a public holiday, all Employees are entitled to a minimum payment at the prescribed overtime rate (as defined at cl.5.7) of 4 hours for the recall. If the

Employee is required to again perform duties within that four (4) hour period on a public holiday, no further minimum payment will apply.

- (d) Such time is to be calculated from home to Mater and back to home, and each recall stands alone. For clarity, if an Employee is recalled and returns home and once home is recalled again within the 4-hour period noted in clause 8.1.1 (a), (b) or (c), this will entitle the Employee to another 4-hour minimum period of recall. However, if the Employee is still on the Employer's premises or in transit and they are recalled within the 4-hour period, then no additional minimum 4-hour recall applies.

8.2 Telephone Recall/Remote Access Recall

- 8.2.1 An Employee who is on call and required to perform duties without the need to leave the Employee's place of residence and/or without the need to return to the facility, will be reimbursed for a minimum of one (1) hour's work for each time the Employee performs such duties. If the Employee is required to again perform duties within that one-hour period, no further minimum payment will apply.

8.3 Transport when Performing Recall

- 8.3.1 Recall time is to be calculated from the Employee's place of residence back to the Employee's place of residence. Where such travel takes longer than 60 minutes, only 60 minutes will be included from leaving home to returning home, after the period of recall. Where an Employee (whether on call or not) is instructed to be recalled to perform work, the Employee may be provided with transport to and from home or will be refunded the cost of the transport for either taxi or other reasonable fares, or may submit a claim for reimbursement of kilometres travelled in accordance with the rates prescribed by the Australian Taxation Office.

PART 9 – ALLOWANCES

9.1 Retrospective Payment of Allowances

- 9.1.1 For clarity, any allowances, terms and/or conditions that are brought into being by this Agreement will become an entitlement only from the date of operation of this Agreement.

9.2 Laundering of Uniforms

- 9.2.1 Employees required to wear a uniform will be provided with a suitable number of uniforms. Uniforms will subsequently be replaced on a fair wear and tear basis on request.

9.3 Laundry Allowance

- 9.3.1 Where an employee is provided with and required to wear a Uniform, the employee will be provided a laundry allowance per week as follows:

First full pay period on or after 1 September 2023	First full pay period on or after 1 September 2024
\$1.49	\$1.55

- 9.3.2 Where Mater provides an employee with a laundering service at no cost, the employee will not be entitled to the laundry Allowance.

9.4 Live Sewer and Unpleasant Conditions Allowance

- 9.4.1 "Sewerage" means the used water supply of a community. The term includes blood, faecal matter, urine, household slops and polluted waters.
- 9.4.2 "Work under unpleasant conditions" means Employees engaged in cleaning covered drains, grease traps, cleaning septic tanks, on live sewer work involving personal contact with live or raw sewerage.
- 9.4.3 "Live Sewer Work" will mean work carried out in situations where there is a direct aerial connection with a sewer or septic tank through which sewerage is flowing. For clarity, this means working on or in open sewer access pits, open inspection openings, open clear outs.
- 9.4.4 Where aerial connections with such sewerage are blocked by a disc, plug, water seal/trap or other means, the live sewer rate will not apply. This allowance will not apply to routine maintenance which does not require the dismantling of equipment (eg. pan sanitisers or macerators).
- 9.4.5 The allowance is also applied in circumstances where an Employee comes into personal contact with live sewerage through the use of a drain clearing device such as an eel, jet rodder or plunger in a blocked fixture or sewer line where there is a direct aerial connection with a sewer or septic tank through which sewerage is flowing. The cleaning of contaminated equipment is to be included for the purpose of this allowance.
- 9.4.6 The allowance is to be calculated on the actual time/period of direct contact, not the whole of the job, and will be paid as an additional 50% of the base hourly rate of pay with no minimum time/period.

9.5 Wet Work/ Work in Rain

- 9.5.1 Where practicable, waterproof clothing will be supplied by Mater to Employees who are required to undertake wet work/work in the rain, and must be worn by the Employee. Notwithstanding this, when an Employee is either specifically instructed by their Manager to undertake wet work/work in the rain or is aware such work is being carried out, and by doing so gets wet clothing in the performance of work, the Employee will be paid an additional 100% of the base hourly rate of pay for all work so performed and this payment will continue until

the Employee is able to change into dry clothing or until the Employee ceases work, whichever is the earlier. For clarity, wet work could occur where the Employee is dealing with a burst pipe.

9.6 Tool Allowance

- 9.6.1 Tradespersons including Senior Tradespersons who are required by Mater to supply their own tools will be paid the following tool allowance for the life of the Agreement.

Trade Group	First full pay period on or after 1 September 2023	First full pay period on or after 1 September 2024
Painters	\$18.16	\$18.88
Other Trades	\$64.23	\$66.80

- 9.6.2 This allowance will not be paid while an Employee is on annual leave.

- 9.6.3 Apprentices will receive a tool allowance at the commencement of each new level consistent with the allowance provided to their trade as per clause 9.6.1. This provision will be based on the apprentice successfully moving to the next level of the apprenticeship. The payment will be made as an annualised lump sum on commencement of employment and annually thereafter for the life of the apprenticeship, based on the apprentice successfully moving to the next level of the apprenticeship. However, should the apprentice's employment not progress beyond the probationary period, Mater may recover the pro-rata amount (the rate at 9.6.1 multiplied by the number of fortnights remaining in the 12-month period that is not worked) of the lump sum from monies owed at termination. Alternatively, Mater may supply tools of the same value at the commencement of each stage of the apprenticeship.

9.7 Testing and Tagging

- 9.7.1 Testing and Tagging may be undertaken by suitably trained non-qualified tradespersons.

- 9.7.2 Where this occurs, a daily allowance will be paid which will not be considered an all-purpose payment.

	First full pay period on or after 1 September 2023	First full pay period on or after 1 September 2024
Test & Tag Allowance	\$2.81	\$2.92

9.8 Travelling Allowance

- 9.8.1 Where an Employee is required to use a private vehicle for official business purposes, they are entitled to claim a kilometre-based reimbursement based on the Australia Taxation Office rates.

PART 10 – WORKPLACE HEALTH AND SAFETY

10.1 Workplace Health and Safety Process

- 10.1.1 Mater recognises the importance of a safe working environment for all Employees.
- 10.1.2 Should an Employee have a health and safety concern, the Employee should raise the concern with the Health and Safety Representative and their Manager to seek resolution. The concern should be raised as soon as practicable once it has been identified and resolution should be treated as a priority.
- 10.1.3 Where possible, safety concerns are resolved by the Manager at a local level. However, if the issue cannot be resolved at the local level, then it can be escalated by the Health and Safety Representative to the Director of Engineering and Maintenance or via the Health and Safety Committee (if one has been established).
- 10.1.4 Where one has been established, the Health and Safety Committee will meet at least quarterly.
- 10.1.5 In addition to having a process to resolve specific concerns, safety audits are undertaken to help to identify safety hazards and in turn identify controls.
- 10.1.6 For clarity, where there is a bona fide safety concern Mater will ensure that:
- (a) The status quo prior to the existence of the concern is to continue while the concern is being investigated for the purpose of seeking resolution; and/or
 - (b) Employees will not work in an unsafe environment. Where appropriate, an Employee will accept reassignment to alternative suitable work/a suitable work environment in the meantime; and
 - (c) The Safety Health and Wellbeing Unit will be part of the process undertaken to ensure that the problem/s is/are resolved having regard to occupational health and safety standards.

provided that maintenance of the status quo will not apply in an unsafe environment.

10.2 Fatigue Leave and Payment

10.2.1 Where an Employee is required to work overtime (including overtime actually worked as part of recalls pursuant to clause 8.1, but excluding any travel time component) so that there is not ten (10) consecutive hours off between the conclusion of that overtime and the next rostered shift, the Employee will be:

- (a) released from duty on the following shift until ten (10) consecutive hours off duty occurs; and
- (b) paid for all ordinary rostered hours occurring during such release from duty.

10.2.2 If on the instructions of the Employee's Manager, the Employee resumes or continues work without having had ten (10) consecutive hours off duty in accordance with clause 10.2.1, the Employee must be paid an additional 100% for ordinary hours worked until released from duty for such period.

PART 11 – CONTRACTORS

11.1 Contractor Management

11.1.1 Mater utilises and will continue to utilise contractors across Maintenance Services from time to time.

11.1.2 Contractors are primarily utilised in circumstances where;

- (a) There are shortages of skilled staff to complete the work within the required timeframe; or
- (a) There are shortages of skilled staff able to undertake the work; or
- (b) Where there is a lack of available infrastructure capital and/or the cost of providing technology requires it.

11.1.3 Consultation will take place as required by clause 1.12 (Consultation).

PART 12 – UNION RELATED MATTERS

12.1 Workplace Representatives and Union Delegates

12.1.1 Mater recognises the role of Union delegates and peer nominated workplace representatives in the workplace and is supportive of their workplace representation. An Employee elected as a Union delegate will, upon notification to Mater by the Union, be recognised as an accredited representative of the Union.

12.1.2 To this end, after the Union delegate has sought confirmation from their Manager that service delivery will not be disrupted and work requirements will not be unduly affected, Union delegates and workplace representatives will be entitled to ordinary paid time off to carry out the following responsibilities required of their role (as relevant):

- (a) Attendance, without loss of payment, in Enterprise Agreement bargaining on behalf of the Mater staff/Union;
- (b) Attendance at staff consultative forums and any pre/post staff consultative forum meeting or union caucus on that same day; or
- (c) Attend meetings with other Employees as their nominated support person or to provide other reasonable support as required.

12.1.3 Employees in a leadership role will ensure that Managers have an understanding of this arrangement and are supportive of delegates' involvement in the above activities. In addition, these delegates will be provided with access to reasonable use of existing facilities for the purpose of undertaking the above responsibilities, provided that any use of facilities is consistent with Mater policies and procedures and personal privacy and information security is maintained.

12.2 Attendance at Industrial Relations Education Training

12.2.1 Upon application to Mater, an Employee may be granted up to five (5) working days leave (non-cumulative) on ordinary pay each calendar year to attend industrial relations education training.

12.2.2 Further leave for this purpose or to attend union conferences or council meetings, may be granted upon application and is at the discretion of the relevant Employee's Director.

12.2.3 Such leave will be subject to Mater being able to release the Employee concerned from duty without unduly affecting the normal operation of the workplace. An application for leave pursuant to this clause should, where possible, be made eight (8) weeks prior to the date of commencement of the training.

PART 13 – OVERPAYMENT

Any amount of payment paid to the Employee that is in excess of the entitlements, contained within this Agreement will be able to be recovered by Mater in accordance with Mater Procedure.

PART 14 – NO EXTRA CLAIMS

This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

SCHEDULE ONE – WAGE SCHEDULE

Maintenance Services Level 1.1	20.0266	39,708	20.8277	41,296
Maintenance Services Level 1.2	23.5449	46,684	24.4867	48,551
Maintenance Services Level 1.3	27.0607	53,655	28.1431	55,801
Maintenance Services Level 1.4	32.3674	64,177	33.6621	66,744
Maintenance Services Level 2.1	32.1713	63,788	33.4581	66,340
Maintenance Services Level 2.2	32.5654	64,570	33.8680	67,152
Maintenance Services Level 2.3	33.1920	65,812	34.5197	68,444
Maintenance Services Level 3.1	33.8764	67,169	35.2315	69,856
Maintenance Services Level 3.2	34.3745	68,157	35.7495	70,883
Maintenance Services Level 3.3	35.1303	69,655	36.5355	72,441
Maintenance Services Level 4/5 P1	38.3659	76,071	39.9005	79,113
Maintenance Services Level 4/5 P2	39.1924	77,709	40.7601	80,818
Maintenance Services Level 4/5 P3	40.0255	79,361	41.6265	82,536
Maintenance Services Level 4/5 P4	40.8561	81,008	42.4903	84,248
Maintenance Services Level 4/5 P5	41.6978	82,677	43.3657	85,984
Maintenance Services Level 4/5 P6	44.2326	87,703	46.0019	91,211
Maintenance Services Level 6 Tier 1.1	48.3003	95,768	50.2323	99,599
Maintenance Services Level 6 Tier 1.2	49.2664	97,684	51.2371	101,591
Maintenance Services Level 6 Tier 1.3	50.2518	99,637	52.2619	103,623
Maintenance Services Level 6 Tier 2.1	51.6816	102,472	53.7489	106,571
Maintenance Services Level 6 Tier 2.2	52.7152	104,522	54.8238	108,703
Maintenance Services Level 6 Tier 2.3	53.7699	106,613	55.9207	110,878
Maintenance Services Level 7 Tier 1.1	55.1054	109,261	57.3096	113,631
Maintenance Services Level 7 Tier 1.2	58.2246	115,446	60.5536	120,063
Maintenance Services Level 7 Tier 2.1	60.2716	119,504	62.6825	124,285

SCHEDULE TWO – LIST OF INDICATIVE ROLES TO BE COVERED BY THE EA

Level	Description	Indicative Roles include
Maintenance Services 1	Apprentice	Apprentice tradesperson
Maintenance Services 2	Non-qualified tradesperson	- Handyperson - Trades Assistant - Driver - Labourer
Maintenance Services 3	Qualified worker	- Handyperson - Trades Assistant - Boiler driver - Gardener
Maintenance Services 4/5	Qualified tradesperson	- Fitter - Painter - Refrigeration Mechanic - Electrician - Grounds and Gardens Supervisor - Plumber - Carpenter
Maintenance Services 6	Coordinator/Trade Coordinator	- Tier 1 - Tier 2
Maintenance Services 7	Trade Group Manager	- Tier 1 - Tier 2

NOTE:

1. Additional roles may be added by Mater depending on business requirements.

SCHEDULE THREE - WORK-LEVEL STATEMENTS

MAINTENANCE SERVICES LEVEL 1 – Apprentice (under 21 Years)

Work Level Characteristics (MS1)

An Employee at this level is:

- Completing an apprenticeship in a Maintenance Services related trade; or
- Completed a Senior Certificate or working towards completion; or
- Commencing or planning to commence a Certificate 3 in a Maintenance Services identified trade.
- Positions at this level have no supervisory responsibility and the work performed must be supervised by a qualified Tradesperson (MS4 or MS5).

Duties and Skills

An Employee at this level works under the guidance of a qualified Tradesperson and fulfils their duties as directed and where they have met certain competencies, they may be able to perform those tasks with minimal supervision.

MAINTENANCE SERVICES LEVEL 2 - (MS2)

Work Level Characteristics (MS2)

An Employee at this level means an Employee who possesses competencies which enable the Employee to perform maintenance work which does not require trade certification but may require a competency certificate such as Testing and Tagging competency.

Duties and Skills

Positions at this level may involve an Employee engaging in a range of general duties including the performance of repetitive routine maintenance tasks utilising their existing knowledge, skills and training and experience to complete their work.

Employees at this level are required to safely and effectively operate and maintain basic machinery to perform routine and standard functions.

They will perform work under general supervision either individually or as a work group.

MAINTENANCE SERVICES 3 – QUALIFIED WORKER (MS3)

Work Level Characteristics

An Employee at this level may hold a license to perform high-risk work, for example, a B1 Boiler license, and is able to utilise the skills and knowledge of that license.

Duties and Skills

An Employee at this level works under general direction and limited supervision.

Employees at this level may operate individually or as a members of a work group.

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved within the scope of the Employees' training and skills.

The Employee will exercise initiative while carrying out their daily duties, solving problems by utilising their existing knowledge and experience.

Knowledge and compliance with regulations, codes and specifications may be required.

MAINTENANCE SERVICES 4/5 – QUALIFIED TRADESPERSON (MS4/5)

Work Level Characteristics

An Employee at this level is an employee who holds an appropriate Trade Certificate or Qualification and is able to utilise the skills and knowledge of that certification.

An Employee at this level performs work that involves the skills of the Employee's trade and other work commensurate with the Employee's training, experience and responsibilities.

Work at this level requires technical, specialised technical or advanced technical knowledge.

An Employee at this level may provide guidance to other maintenance Employees at Levels 1, 2 and 3.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Employees at this level are subject to limited direction and may exercise a high level of technical responsibility.

Employees at this level may be required to hold additional licenses e.g. restricted electrical license or multi-skill in other trades.

Duties and Skills

They will perform work of a more complex technical nature, and exercise high precision trade skills using various materials and/or specialist techniques.

They will apply technical principles, practices and techniques which include high-level manual skills, fault diagnosis and other tasks in an office, hospital, operations or field and/or may supervise such activities.

The Employee is able to undertake complex fault finding, diagnose and repair equipment such as complex control systems, programming complex devices, with minimal supervision.

MAINTENANCE SERVICES –TRADE COORDINATOR (MS6)

An Employee at this level acts as a supervisor/coordinator and may be responsible for the work of other Employees from Level MS1 to MS5.

This level is for Employees who are Trade Coordinators. Two tiers have Trade Coordinators been identified:

Tier 1

Work Level Characteristics

Work at this level requires knowledge of more complex though conventional methods and trade techniques.

High levels of autonomy and initiative may be required to accomplish objectives and undertake projects.

Employees at this level may be required to manage a trade workgroup.

Employees at this level will usually only receive broad guidance and advice as to operational requirements and deadlines to achieve end results in line with operational goals.

Duties and Skills

Duties may involve assisting the Trade Group Manager (TGM) with detailed planning, directing staff, co-ordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall departmental policies.

Employees at this level meet with consultants and contractors and provide technical information on high-risk distribution for projects and redevelopment; and/or technical information for projects and redevelopment under the direction of the TGM.

Employees at this level provide technical advice and guidance including on-the-job training for Employees as required.

Employees at this level perform analysis and apply technical principles, standards and practices to new and existing equipment and machinery including fault diagnosis and maintenance.

Employees at this level prepare reports and/or recommendations on the technical suitability of equipment and machinery.

Tier 2

Work Level Characteristics

Work at this level requires advanced knowledge of more complex though conventional methods and trade techniques.

High levels of autonomy and initiative may be required to accomplish objectives and undertake projects.

Employees at this level may be required to manage a large and complex trade work group.

Employees at this level will usually only receive broad guidance and advice as to operational requirements and deadlines to achieve results in line with operational goals.

Employees at this level will have high-level responsibilities including technical guidance for high-risk complex distribution services, advanced control systems including Building Management Systems, and high-risk plant and equipment. This requires the technical management of high-level trade groups.

Duties and Skills

Duties may involve assisting the TGM with detailed planning, directing staff, co-ordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall departmental policies.

An Employee at this level will meet with consultants and contractors and provide technical information for projects and redevelopment; and/or technical information for projects and redevelopment under the direction of the TGM.

An Employee at this level will provide high-level technical advice and guidance including on-the-job training for employees as required.

An Employee at this level performs high-level analysis and applies advanced technical principles, standards and practices to new and existing equipment and machinery including fault diagnosis and maintenance.

An Employee at this level prepares reports and/or recommendations on the technical suitability of equipment and machinery.

MAINTENANCE SERVICES – TRADE GROUP MANAGER (MS7)

Characteristics of the Level

This level is exclusively for Employees who are Trade Group Managers (TGM). Two tiers of TGM have been identified:

Tier 1

Work level Characteristics

Work at this level requires technical knowledge and skills and work is performed within broad guidelines.

Employees at this level have direct managerial responsibilities for workgroups and are accountable and responsible for the work completed.

Responsibilities will reflect the size and complexity of departmental operations.

Work is performed autonomously under limited direction with a significant degree of discretion required to carry out the tasks of the role.

Duties and Skills

Duties involve managerial responsibility for the training of team members, coordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review,

career planning and development, application of human resources policies as well as implementing occupational health and safety guidelines and principles.

Assessment and review of the standard of work of their team is also a requirement of this level.

An Employee at this level has knowledge and awareness of departmental operations as well as detailed knowledge of major activities of the work unit.

An Employee at this level is required to interpret legislation, regulations and other guidance material relating to the operations and functions of the work area is necessary for adequate performance.

An Employee at this level assists the Maintenance Manager with systems development, planning and project management for maintenance tasks across the campus.

An Employee at this level performs diagnostics to allow effective maintenance and management of equipment initiates investigations and produces technical reports as and when required.

Tier 2

Work Level Characteristics

Work at this level requires advanced technical knowledge and skills and is work is performed within broad guidelines.

Employees at this level have direct managerial responsibilities for large and complex workgroups and are accountable and responsible for the work completed.

Responsibilities will reflect the size and complexity of departmental operations.

Work is performed autonomously under limited direction with a significant degree of discretion required to carry out the tasks of the role.

An Employee at this level will have high-level responsibilities including the technical management and accountability for high-risk complex distribution services, advanced control systems including Building Management Systems, and high-risk plant and equipment. This may require the technical management of high-level multi-trade groups.

Duties and Skills

Duties involve managerial responsibility for training of team members, coordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, career planning and development, application of human resources policies as well as implementing occupational health and safety guidelines and principles. Assessment and review of the standard of work of their team is also a requirement of this level.

An Employee at this level will have a knowledge and awareness of departmental operations as well as detailed knowledge of major activities of the work unit.

An Employee at this level will be required to interpret legislation, regulations and other guidance material relating to the operations and functions of the work area is necessary for adequate performance.

An Employee at this level will be required to assist the Maintenance Manager with systems development, planning and project management for maintenance tasks across the campus.

An Employee at this level performs high level diagnostics to allow effective maintenance and management of equipment and initiates investigations and produces technical reports as and when required.

Signed for and on behalf of Mater:



Signature:

Print Name: Dr Peter Steer

Title: Group Chief Executive

Address: Level 10, 14 Stratton Street, Newstead, Queensland 4006

Date: 15 April 2024

In the presence of: Kate Davison, Executive Support Officer

Signed for and on behalf of the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU):

Signature: R Webb

Print Name: Rohan Webb

Title: AMWU State Secretary QLD/NT

Address: 366 Upper Roma street, Brisbane QLD 4000

Date: 5/04/2024

In the presence of: Ashleigh wood

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing and Allied Services Union of Australia – Electrical, Energy and Services Division (ETU):

Signature:

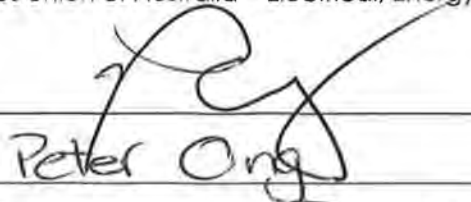
Print Name:

Title:

Address:

Date:

In the presence of:


Peter Ong

Divisional Branch Secretary

41 Peel St. South Brisbane Q4101

5/04/2024

SCOTT REICHMAN

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Plumbing Division (PPTEU):

Signature:

G O'Hanlon

Print Name:

GARY O'HANLON

Title:

STATE SECRETARY

Address:

LEVEL 2 / 11 LANG PDE, MILTON Q

Date:

11 APRIL 2024.

In the presence of:

SANDEE GENEVIEVE NEWTON

Signed for and on behalf of the Construction, Forestry, Maritime, Employee Union (CFMEU):

Signature:  _____

Print Name: Kane Lowth

Title: Divisional Branch Assistant Secretary

Address: 16 Campbell St, Bowen Hills Q 4006

Date: 11.04.2024

In the presence of:  _____

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/1256

Applicant: Mater Misericordiae Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Derek Broanda, Senior Manager Industrial Relations, Entitlements and Policy, have the authority given to me by Mater Misericordiae Limited to give the following undertakings with respect to the *Mater Maintenance Services Enterprise Agreement 2023* ("the Agreement"):

1. In relation to cl 1.7.1 of the Mater Maintenance Services Enterprise Agreement 2023 (Shiftworker):
 - a. Where an employee would have been covered by the *Plumbing and Fire Sprinklers Award 2020*, save for the Agreement, and the Award provides a more favourable definition of shift worker for the employee, Mater will apply the Award term.
 - b. Where an employee would have been covered by the *Health Professionals and Support Services Award 2020*, save for the Agreement, and the Award provides a more favourable definition of shift worker for the employee, Mater will apply the Award term.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:



Date

29 April 2024