

Vote YES

Mater Medical Officers Enterprise Agreement 2025

Explanation of Terms

This document identifies the terms contained within the *Mater Medical Officer Enterprise Agreement 2025* (proposed EA) and is also to assist you in understanding those terms. Once approved by you and the Fair Work Commission, the proposed EA will replace the nominally expired *Mater Medical Officer Enterprise Agreement 2023* (AG2024/2084).

For information on full terms and conditions, you are encouraged to refer to the proposed EA document. The numbers in square brackets throughout this document (e.g., "[1.1]") refer to clause numbers in the proposed EA.

While care has been taken to ensure the information below is as correct as possible, the source of truth is the proposed EA, and you should review the proposed EA for confirmation of any issue or question you may have.

You can access the entire proposed EA [here](#)

Mater Medical Officer Enterprise Agreement (Agreement Body)

Part 1 – Preliminary

Title [1.1]

Mater Medical Officers Enterprise Agreement 2025.

Date and Period of Operation [1.2]

The proposed EA will operate from seven (7) days after the date of approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2028.

Relationships with Awards, Agreements and Other Conditions [1.4]

The proposed EA replaces the nominally expired *Mater Medical Officer Enterprise Agreement 2023* (AG2024/2084).

The proposed EA is comprehensive and replaces all other awards, previous orders of industrial commissions or industrial agreements that would otherwise apply to Medical Officers, save that it does not exclude laws dealing with long service leave, occupational health and safety and workers' compensation.

Application [1.5]

The proposed EA covers:

- Mater [1.2.1(a)].
- Medical Officers employed directly by Mater [1.2.1(b)]

If you have any questions, you are encouraged to speak to your Manager or Director.
Alternatively, you can contact the Industrial Relations team on email: IndustrialRelations@mater.org.au.

- The following unions covered by this Agreement are listed in accordance with section 201(2) of the Act:
 - The Australian Salaried Medical Officers Federation (ASMOF) [1.2.1(c)].
 - The Australian, Municipal, Administrative, Clerical and Services Union, Queensland Together Branch (TQ) [1.2.1(d)].

Union names reflect their registered name under the Fair Work (Registered Organisations) Act 2009.

Objectives of the Agreement [1.6]

The proposed EA provides that the parties are committed to:

- Maintaining and improving public health services to serve the needs of the Queensland Community;
- Maintaining a stable industrial relations environment;
- Managing change in consultation with all relevant stakeholders;
- Collectively striving to achieve quality outcomes for patients;
- Working to sustain a skilled, motivated, and adaptable workforce;
- Ensuring that workload is responsibly managed to ensure there are no adverse effects on Mater; Medical Officers or patients; and
- Balancing service delivery needs with equity and work/life balance for Mater Medical Officers.

Reading this Agreement [1.7] and Posting of the Agreement [1.8]

The proposed EA provides guidance as to how it can be read to identify the relevant conditions that apply to each Medical Officer workgroup.

A copy of this Agreement and the National Employment Standards (NES) will be placed on the Mater intranet site to be easily read by all Mater Medical Officers.

Definitions [1.9]

[1.9.1(b)] – updated to reflect the new title of the Mater Medical Officers' Enterprise Agreement 2023

[1.9.1(c)] and [1.9.1(d)] – amended to more succinct references to relevant schedules.

[1.9.1(h)] and [1.9.1(m)] – amended to reflect the combining of RMOs and CCMOs in the amended Schedule 2.

[1.9.1(n)] – amended to reflect renumbering of the schedule and to provide a more succinct reference to the relevant schedule.

Note: References to the amended "Schedule 2 – Resident Medical Officer (RMO) and Critical Care Medical Officer (CCMO) Terms and Conditions" have been updated throughout the proposed EA, as relevant.

Mandatory Terms [1.10, 1.11 and 1.12]

The proposed EA includes the following clauses as required by the *Fair Work Act 2009* (the Act):

Prevention and Settlement of Disputes (1.10)

Flexibility Term (1.11)

Consultation (1.12)

Even if the proposed EA did not include the above clauses, these clauses are taken to be terms of the Agreement.

These clauses in the proposed EA are based on the model clauses outlined in the Act and are unchanged from the previous EA, with the exception of including a clause (1.9.2) under Prevention and Settlement of Disputes that outlines if a dispute formally commenced under a replaced EA but not concluded at the time at

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which the proposed EA commences, it will continue to be dealt with in accordance with the relevant provisions of the replaced EA.

Mater Medical Officers' Consultative Group [1.13]

This clause states that Mater Medical Officers Consultative Group (MMOCG) is a group formed for the purpose of acting as a consultative forum with respect to matters the subject of this Agreement, and it is agreed to meet at least 5 times per year.

Part 2 – Basis of Employment

Full Time Medical Officers [2.1]

A full time Mater Medical Officer is a Mater Medical Officer who is engaged to work the Standard Hours, as outlined in the relevant Schedule of this Agreement.

Part Time Medical Officers [2.2]

Part time Mater Medical Officer means a Mater Medical Officer, other than a casual Mater Medical Officer, who is engaged to work regular hours and who is employed for fewer than the Standard Hours on average per week as defined in the relevant Schedule that covers the employee.

Casual Medical Officers [2.3]

Casual Mater Medical Officer means a Mater Medical Officer, who is engaged as a casual employee in accordance with the definition of a casual employee under the Act.

Recognition of Prior Service [2.4]

Mater will recognise prior service of a Medical Officer in accordance with Mater Policy.

Notice of Termination of Employment [2.5]

The enterprise agreement provides that except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of a period of notice. The Notice period is different for various groups of Mater Medical Officers. The notice period required is outlined in the relevant schedule for each Mater Medical Officer group.

Job Security and Redundancy [2.6]

Mater is committed to maximizing permanent employment and job security for Mater Medical Officers. Notice of termination and Redundancy Pay is outlined in the below table (excepting Career Medical Officers, which are provided for in the relevant schedule):

	Period of continuous service with the employer on termination	Redundancy Pay "Weeks' pay"
1	At least 1 year but not less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks

3	At least 3 years but not less than 4 years	7 weeks
4	At least 4 years but not less than 5 years	8 weeks
5	At least 5 years but not less than 6 years	10 weeks
6	At least 6 years but not less than 7 years	11 weeks
7	At least 7 years but not less than 8 years	13 weeks
8	At least 8 years but not less than 9 years	14 weeks
9	At least 9 years or more	16 weeks

Part 3 – Wage and Salary-Related Matters

Wage Increase [3.1]

The proposed EA provides a wage increase in each year of the proposed EA. The wage rates are outlined in the relevant schedule of the proposed EA. for each Mater Medical Officer group.

In negotiating an EA, Mater must balance the interests of employees by providing fair market remuneration and conditions whilst also managing costs to ensure Mater's sustainability into the future.

Salary Sacrificing [3.2]

Salary sacrificing is removed from the proposed EA.

The details of this benefit are contained in Mater Policy and relevant legislation.

Classification Structure, Appointments, Increments and Progression [3.3]

Classification Structure, Appointments, Increments and Progression are outlined in the relevant Schedule.

Superannuation [3.4]

Mater's default superannuation fund (default fund) is updated to Health Employees Superannuation Trust of Australia (HESTA).

Mater Medical Officers may elect for Mater to pay their superannuation guarantee contributions to a superannuation fund of their choice which is compliant with relevant superannuation legislation. Mater will make superannuation contributions as prescribed under the Superannuation Guarantee (Administration) Act 1992 or any replacement act. For the sake of clarity, the compulsory Employer contribution is calculated in accordance with the super guaranteed legislation and is based on ordinary time earnings.

Part 4 – Leave

Parental Leave [4.1] and Paid Parental Leave [4.2]

The proposed EA reinforces Mater's support for employees during their or their spouse's pregnancy and paid parental leave, unpaid parental leave and flexible rostering to accommodate pregnancy related appointments. Mater's Parental Leave Procedure, as amended by Mater from time to time, provides further information with respect to the application process and support provided to Mater Medical Officers.

In accordance with Mater Policy, full time and part time Mater Medical Officers who have completed twelve (12) months' continuous service with Mater at the expected date of birth or, in the case of adoption, the day of placement or expected date of placement of the child) will be entitled to paid leave as follows:

- a) Twelve (12) weeks paid maternity leave;
- b) Twelve (12) weeks paid adoption leave for the primary carer of an adopted child; or
- c) 2-weeks spousal leave in connection with the birth or adoption of a child.

The proposed EA clauses 4.2.1 and 4.2.2 do not apply to the RMO and CCMO workgroup. Paid maternity and adoption leave for RMOs and CCMOs are detailed in the relevant schedule.

Long Service Leave [4.3]

The proposed EA provides employees with long service leave (LSL) in accordance with the *Queensland Industrial Relations Act 2016*, with the additional benefit of pro rata access to LSL after 7 years of service.

LSL is a payable entitlement at termination in accordance with the *Queensland Industrial Relations Act 2016*.

Long Service Leave Cashing out [4.4]

Mater Medical Officers with ten (10) or more years of service may apply to cash out a portion of their long service leave:

- o On compassionate grounds; or
- o On the grounds of financial application.

Cashing out of LSL is approved at the sole discretion of Mater.

Long Service Leave – Direction to take Leave [4.5]

A Mater Medical Officer may be directed to take long service leave in accordance with the provisions of the *Queensland Industrial Relations Act 2016*.

Annual Leave [4.6]

A full-time medical officer is entitled to four (4) weeks of annual leave each year. Annual leave is to be accrued and taken on Standard Hours, as defined in the relevant Schedule. Part-time medical officers are entitled to annual leave on a pro-rata basis.

A full-time medical officer who meets the definition of a shift worker is entitled to an additional week of annual leave per year. The additional week of annual leave does not attract leave loading. Part-time medical officers who meet the definition of a shift worker will be entitled to an additional week of annual leave on a pro-rata basis.

Annual Leave payments are calculated in accordance with the below table:

Package	Details
Non-Shift Workers	4 weeks annual leave Annual Leave Loading on 4 weeks 17.5%
Shift workers	5 weeks annual leave Annual Leave loading on 4 weeks 17.5%

The above does not apply to RMOs and CCMOs. The annual leave entitlements for RMOs and CCMOs are outlined in Schedule 2 of the proposed EA.

Annual Leave – Cashing Out of Leave [4.7]

The proposed EA states Mater is committed to ensuring that all Mater Medical Officers access their accrued leave for rest and recreation away from the workplace each year and outlines the conditions under which annual leave can be cashed out.

Clause 4.7 does not apply to RMOs and CCMOs. The entitlement for RMOs and CCMOs to cash out Annual Leave is outlined in Schedule 2 of the proposed EA.

Excessive Leave Balance – Direction to take Annual Leave [4.8]

Subject to the provisions of the Fair Work Act, a Mater Medical Officer may be directed to take annual leave in circumstances where the Medical Officer's Annual Leave balance is excessive.

Proportionate Salary/Purchase of Leave [4.9]

Extra leave for proportionate salary (purchased leave) is a scheme where medical officers are able to access between one (1) and six (6) weeks 'extra' leave in addition to paid annual leave and other entitlements.

Mater will permit the purchase of additional leave in accordance with Mater Policy.

Personal/Carers Leave [4.10]

A Mater Medical Officer (other than a casual Mater Medical Officer) is entitled to ten (10) days of paid personal leave on full pay for each year of service. Paid personal leave (which incorporates carers leave) will accumulate at the rate of ten (10) days per year of service and a proportionate amount for an incomplete year of service.

Unpaid personal/carer's leave is provided in accordance with the NES.

Leave to deal with Domestic and Family Violence [4.11]

The proposed EA includes ten (10) days of paid leave to deal with domestic and family violence.

Compassionate Leave [4.12]

A Mater Medical Officer is entitled to two (2) days of compassionate leave in accordance with the National Employment Standards (NES).

Jury Service [4.13]

A Mater Medical Officer (other than a casual Mater Medical Officer) required to attend jury services during their ordinary hours, will continue to be paid the base rate of pay for their ordinary hours by Mater. Any fees (other than meal allowance) received by the medical officer to attend jury service will be reimbursed to Mater.

Reduced Activity Periods [4.14]

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The proposed EA provides a process and steps to address planned periods of reduced staffing level requirements due to reductions in operational activity, such as over Easter and Christmas.

The process includes consideration for redeployment, voluntarily accessing leave, direction to access excessive leave, and direction to access accrued TOIL/ADOs.

The above actions will generally be undertaken by Mater in the order outlined, but some actions may occur simultaneously to ensure appropriate staffing levels for the periods are achieved, whilst also giving Mater Medical Officers appropriate notice.

Public Holidays [4.15]

A Mater Medical Officer (other than a Casual Mater Medical Officer) 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 medical officer would ordinarily have been required to perform work on that day.

Suspension [4.16]

A Mater Medical Officer may be in limited circumstances be suspended without pay. The employee may be stood down without pay where;

- There is prima facie evidence that serious misconduct of such gravity the continued duty of the employee would pose a significant risk to reputation, safety, service delivery or regulatory compliance
- The employee is charged with a serious offence; and
 - The employee is unable to perform the inherent requirements of their role as a consequence of the charge or related proceedings; or
 - Mater's brand or reputation may be harmed if the employee is permitted to continue working while relevant legal proceedings progress.
- The employee is unable to perform the inherent requirements of their role due to a professional registration lapsing, being suspended or have conditions imposed that are unable to be met by Mater and the employee.

Any employee suspended without pay will be afforded procedural fairness.

A decision to suspend an employee under this clause may be disputed under the dispute's resolution clause.

Suspension without pay will not break continuity of service.

Work performed on Public Holidays [4.17]

Work performed by a Mater Medical Officer on:

- 1 January;
- 26 January (Australia Day);
- Good Friday;
- Easter Monday;
- 25 April (ANZAC day);
- Labour Day;
- Show Day (EKKA);
- The Birthday of the Sovereign;
- Boxing day; or

- Any day appointed under the Holidays Act 1983 to be in place of such holiday.

Will be paid at the rate of one and a half times (150%) of the ordinary rate of pay with a minimum period of four (4) hours.

The above does not apply to RMOs and CCMOs. The entitlement for payment for work performed on a public holiday by RMOs and CCMOs are outlined in Schedule 2 of the proposed EA.

Part 5 – Hours of Work and Overtime

Ordinary Hours and Standard Hours [5.1] and Hours of Work [5.2]

The Ordinary hours for each Mater Medical Officer workgroup are defined under the relevant Schedule. The Standard hours, as applicable, are outlined under the relevant Schedule for each Mater Medical Officer group.

Shift worker [5.3]

A Mater Medical Officer may be defined as a shift worker, for the purpose of s87 of the *Fair Work Act*, means an MMO who is regularly rostered to work their Standard hours:

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

To be regularly rostered means for the purposes (a) to have worked at least twenty (20) shifts where 50% of those shifts fall outside 07:00-18:00 Monday for Friday. Separately, to be regularly rostered for the purposes of (b) will be to rostered standard hours on at least twenty (20) weekends (Saturdays or Sundays) in a twelve (12) month period.

Shift penalties [5.4]

If applicable, shift penalties are provided within the relevant Schedule for the Mater Medical Officer workgroup. Career Medical Officers are paid an all-inclusive hourly rate and do not attract shift penalties.

Overtime [5.5]

Mater Medical Officers who work directed overtime will be paid as follows:

- a) Monday to Saturday – Time and one-half (150%) for the first three hours and double time (200%) thereafter.
- b) Sunday – Double time (200%)
- c) Public Holidays – Double time and one half (250%)

Directed overtime is defined in the relevant Schedule for each Mater Medical Officer group.

Part 6 – Professional Development

Professional Development [6.1]

Where Professional Development Leave (PDL) is provided, no cash payment will be made instead of PDL, including on termination.

Professional Development provisions are defined in the relevant schedule for each Mater Medical Officer group.

Part 7 – On-Call

On-call [7.1]

Where applicable, on-call provisions are provided for within the relevant schedule for the Mater Medical Officer group.

Part 8 – Recall**Recall [8.1]**

Where applicable, recall provisions are provided for within the relevant schedule for each Medical Officer group.

Part 9 – Breaks and Meal Allowances**Breaks [9.1]**

Breaks are provided for within the relevant schedule for each Medical Officer group.

Meal Allowances [9.2]

Where applicable Meal Allowances are provided within the relevant schedule for each Medical Officer group.

Part 10 - Higher Duties**Higher Duties [10.1]**

Where applicable, higher duties provisions are included within the relevant schedule for each Medical Officer group.

Part 11 – Fatigue Related Matters**Fatigue Related Matters [11.1]**

Mater will initiate a project with the intention of reviewing fatigue management arrangements for the medical workforce within six months of the proposed EA commencing.
Regular updates about the progress of work will be provided to the MMOCG.

Fatigue Related Matters [11.2]

Where applicable, fatigue-related provisions are included within the relevant schedule for the Mater Medical Officer group:

Part 12 – Traveling and working away from the usual place of work**Traveling and Working Away from the usual place of work [12.1]**

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

Part 13 – Development of Initiatives

Development of initiative provisions for Senior Medical Officers are provided for within Schedule 3.

Part 14 – Clothing and Laundry

Clothing and Laundry [14.1]

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

Part 15 – Workplace Bullying and Sexual Harassment

Bullying [15.1]

Mater recognises that any form of workplace bullying is a serious workplace issue that is not acceptable and must be eliminated and will be dealt with via the relevant Mater Policy as amended from time to time.

Harassment [15.2]

Mater recognises that harassment and sexual harassment are unlawful and unacceptable in the workplace and any concerns a Mater Medical Officer may have should be dealt with by the relevant Mater Policy, as amended from time to time.

Part 16 – Equity Considerations

Equity and Merit [16.1]

The parties are committed to the principles of equity and merit and thereby to the objectives of the Anti-Discrimination Act 1991 (QLD) or any successor Act and other applicable anti-discriminatory legislation.

Part 17 – Workplace Delegate's Rights

Definitions in Part 17 [17.1]

The proposed EA defines the following terms:

- delegate's organisation, and
- eligible employees

in line with the Fair Work Commission model clause wording.

Workplace delegate's rights [17.2 – 17.8]

The proposed EA includes wording reflecting the Fair Work Commission model clause wording in relation to the rights of workplace delegates (delegates), including:

- Providing evidence of delegate status;
- Notification if delegate status ceases;
- Matters where a delegate may represent eligible employees;
- Entitlement to reasonable communication;
- Entitlement to reasonable access to the workplace and workplace facilities;
- Entitlement to reasonable access to training; and
- Exercising entitlements under Part 17.

Part 18 – Overpayment

Overpayment [18.1]

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

Part 19 – Leave Reserved/No Extra Claims

Leave reserved/No extra claims [19.1]

The proposed EAs is a 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 1 – Career Medical Officer (CMO) Terms and Conditions

Basis of Employment

CMO – Locum [S1.1.1]

The proposed agreement provides that for any additional shifts worked by a CMO above their rostered shifts, a CMO will be paid a Locum Rate provided for in the wage table (see S1.4 of the CMO Schedule).

CMO – Termination [S1.1.2]

Except in the case of serious misconduct, termination of employment may occur by the provision of four (4) weeks' notice by either the CMO or Mater or by the forfeiture of four weeks' salary provided that the CMO and Mater agree to the lesser period of notice.

CMO – Redundancy [S1.1.3]

In the event a CMO is made redundant Mater will provide the relevant notice and redundancy payment required by the National Employment Standards.

Hours of Work

CMO – Standard Hours [S1.2.1]

The Standard Hours for a full-time CMO constitutes thirty-eight (38) hours per week.

CMO – Shifts and Ordinary Hours [S1.2.2]

The hours of work for a CMO will be 76 hours per fortnight (Contract Hours). It is acknowledged by both the CMO and Mater that:

- The CMO will be rostered through the various shifts covering a 24/7 roster; and
- The usual shift length of 12 hours and 40 minutes includes paid time to ensure the handover to the oncoming CMO.

CMO – Meals and Meal Breaks [S1.2.3]

CMOs will be paid during breaks (maximum of 30 minutes), which can be taken at times consistent with clinical and operational requirements.

CMO – Overtime [S1.2.4]

A CMO performing additional hours of duty in excess of the standard hours provided for in S1.2, when directed and approved to do so will be paid a LOCUM rate as outlined in the schedule (Wages). Overtime for the purposes of Part 5 of the proposed EA, is deemed to be incorporated into a CMOs hourly rate of pay.

CMO – Medical Emergency Calls [S1.2.5]

During the rostered hours of a CMO, a CMO may be required to carry out ward-initiated Medical Emergency (ME).

Fatigue Management

CMO – Fatigue Management [S1.3.1]

Parties recognise the CMO's responsibility to monitor individual workload and fatigue levels. It is therefore expected that a CMO will ensure the CMO is capable of undertaking duties and responsibilities safely, in all positions. Should a CMO have any concerns about fatigue levels or roster, the CMO should immediately direct these to their Manager.

Wage Table - CMO

CMO – Wage Table [S1.4]

CMO employees will be paid an hourly rate in accordance with the below table. Wages described in the below table will be effective on the first full pay period on or after the specified date.

Career Medical Officer (CCMO)				
		01/07/2025	1/07/2026	1/07/2027
Description	Paypoint	\$/Hour	\$/Hour	\$/Hour
Career Medical Officer	CMO	\$147.81	\$151.50	\$155.25
Career Medical Officer	Locum	\$181.80	\$186.35	\$191.00

Schedule 2 - Resident Medical Officer (RMO) and Critical Care Medical Officer (CCMO) Terms and Conditions.

Notes:

The previous CCMO schedule has been abolished. CCMO employees will be covered by the terms within Schedule 2 (and the terms of the body of the agreement).

Basis of Employment

RMO/CCMO – Full Time Employment [S2.1.1]

A full-time RMO/CCMO is an RMO/CCMO who is engaged to work an average of 38 hours per week.

RMO/CCMO – Termination of Employment [S2.1.2]

Except in the case of dismissal for serious misconduct, termination of employment may occur by the provisions of 4-weeks' notice by either the RMO/CCMO or Mater. Mater may make payment in lieu of the notice if Mater requires part of or all of the notice period is not required to be worked.

Calculating the payment in lieu of notice will be based on the hours the RMO/CCMO would have worked during the period of notice.

Public Holidays

RMO/CCMO – Public Holidays [S2.2]

The proposed EA provides that any work performed by an RMO/CCMO on a day appointed under the Holidays Act 1983 (QLD) or any day appointed to be in the place of any such holiday will be paid at the rate of double time and one-half (250%) of the ordinary rate, with a minimum period of four (4) hours excepting where the work is performed as a result of a recall (S3.3.9).

Hours of Work

RMO/CCMO - Standard Hours [S2.3.1]

The standard hours for an RMO/CCMO is 38 hours per week. The ordinary hours may be performed;

- a) By working 7.6 continuous hours;
- b) By working less than 7.6 continuous ordinary hours (excluding the meal break) each day on (1) or more days each work cycle; or
- c) By working more than 7.6 continuous ordinary hours (excluding the meal break) and rostering RMOs/CCMOs off on various days of the week in a particular work cycle so that each RMO/CCMO has one (1) workday off during their cycle.

Provided that there is written agreement between Mater and the RMO/CCMO the ordinary hours of work in any one day may be up to 12.5 hours (inclusive of the meal break).

Where there is no written agreement, all ordinary time worked in excess of ten (10) hours in any one shift will be paid at the applicable overtime rates for that day.

RMO/CCMO - Averaging Arrangements [S2.4]

The proposed EA permits that the thirty-eight (38) ordinary hours of work of RMOs/CCMOs can be averaged over a period of up to six (6) months, where there is a written agreement in advance between Mater and the RMO/CCMO ("the Averaging Arrangement").

Only the hours worked in excess of the ordinary hours contained in the averaging arrangement will be paid as overtime.

RMO/CCMO - Shift Penalties [S2.5]

Penalty rates for afternoon shift, night shift and weekends will be paid where the shift meets the following definitions (see below table), except for public holidays where payment is provided for in accordance with S2.2 (public holidays).

Shift	Definition	Penalty for Allowance
Afternoon	Means any shift worked Monday to Friday commencing on/after 12:00 and finishing on/after 19:00.	15% penalty paid for the entire shift.
Night	Means any shift worked Monday to Friday commencing on/after 18:00 and finishing on/before 08:00 the following day.	15% penalty paid for the entire shift.
Saturday	Means any shift worked from midnight Friday and Midnight Saturday	50% penalty paid on hours worked within these hours
Sunday	Means any shift worked from midnight Saturday and Midnight Sunday.	100% penalty paid on hours worked within these hours.

RMO/CCMO - Rosters ([2.6])

The proposed EA provides that RMOs should not be rostered either on weekends or be on-call immediately prior to or after annual leave.

The proposed EA also provides for the following in relation to RMO/CCMO rosters:

- No rostered shift will be less than four (4) hours in length in any day;
- No broken or split shifts will be worked;
- At least two (2) weeks' notice of rosters will be provided;
- An RMO/CCMO is entitled to four rostered days of in any 14-day period, two of which must be on consecutive days. For the purposes of the remaining two days off, two half days of 4 hours each shall equal one whole day; and
- If an RMO is Scheduled for three or more consecutive night or evening shifts, they are entitled to 48 hours free from duty. However, if the RMO/CCMO has been rostered for, and worked, seven consecutive shifts, they will have 96 hours free from duty.

Mater will give prompt and genuine consideration to matters raised about the roster by an RMO/CCMO and any proposed changes to the method of working the thirty-eight (38) hour week will be in accordance with clause 1.11 (Consultation) of the proposed EA.

There may also be occasions where Mater will be able to provide a roster whereby the arrangement of the ordinary hours will permit for an accrued day off (ADO). RMOs/CCMOs may bank a maximum of six (6) ADOs within 12 months, after which time they will be paid the RMO/CCMO at the relevant rate (or upon termination).

RMO/CCMO - Overtime [S2.7]

An RMO/CCMO performing additional hours of duty in excess of standard hours, will be, subject to approval from the relevant executive director (or their delegate) shall be paid for such excess duty as overtime.

RMO – Remote On-call [S2.8.1] and Airway Emergency On-call [S2.8.2]

The proposed EA provides that an RMO who is instructed to hold themselves "Remote on Call" (the availability of being on duty within 30 minutes of being recalled) will be paid the rate equivalent to 8% of the wage classification level REG1.

An RMO may also be requested to be on "Airway remote on-call" this means that they must be able to respond within 10 minutes of being recalled to assist with airway emergencies.

Where an RMO is on Airway Emergency On-call they will be paid a rate equivalent to:

- a) Monday to Saturday - \$15 per hour for each hour on-call
- b) Sunday - \$22.50 per hour for each on call.

RMO/CCMO - Recall [S2.8.3]

If an RMO/CCMO is on Remote on-call or Emergency Airway on-call and is recalled to perform duty on a Monday to Friday they will be paid for the time worked to be calculated as from home and back to home with a minimum payment of two (2) hours at the prescribed overtime rate.

Where the RMO/CCMO is recalled on a Saturday, Sunday or Public Holiday, they will be paid for the time worked at the applicable overtime rate with a minimum of two (2) hours, or at their option be granted time off (TOIL/TIL) equivalent to the time worked, with a minimum of two (2) hours.

Where an RMO/CCMO is recalled, Mater will facilitate transport to and from home for the RMO/CCMO or reimburse the employee all reasonable costs associated with attending to the recall.

RMO/CCMO - Digital Recall [S2.9]

Inclusion of digital where the RMO/CCMO is recalled to perform duty and is able to perform that duty using appropriate (meaning suitable or right for a particular situation or occasion) digital resources without the need to leave their residence and/or without the need to return to the facility.

"Digital recall" refers to any work that involves both of the following:

- Accessing and reviewing clinical documents; and
- Creating records containing patient medical information

This includes but is not limited to:

- Documentation of care or treatments received; and/or
- Test results; and/or
- Diagnoses; and/or
- Medications administered; and/or
- Clinical decision making.

Records created or modified must be contemporaneously accessible at a Mater campus at the time of creation or amendment.

Breaks and Meal Allowance

RMO/CCMO – Meal Break [S2.10.1]

RMOs/CCMOs will be entitled to have an unpaid meal break clear of work commitments. Where a meal break cannot be accessed, the RMO/CCMO will be paid the applicable overtime rate for that time (e.g. a period of 30 minutes of overtime).

RMO/CCMO – Meal Allowance [S2.10.2]

RMOs/CCMOs who are called upon to work unrostered overtime and the shift is in excess of 12 continuous hours, will be paid an allowance of \$9.60.

Where Mater is able to supply a reasonable Meal to the RMO/CCMO free of charge, the meal allowance will not be payable.

RMO/CCMO – Tea break [S2.10.3]

The proposed EA provides a paid ten (10) minute tea break for an RMO/CCMO for every 4 hours of work performed (where a minimum roster of 5 hours will apply). Where an RMO/CCMO works for at least 8 hours, two tea breaks can be combined to form one twenty (20) minute tea break.

Classification Structure, Appointments, Increments and Progression

RMO/CCMO – Classification Definitions [S.2.11]

The RMO/CCMO schedule covers;

- Intern;
- Junior House Officer;
- Senior House Officer;
- Principal House Officer;
- Registrar.
- Senior Registrar; and
- Critical Care Medical Officer.

The definitions for these classifications are contained in S.2.11.1 of the RMO/CCMO Schedule. The proposed agreement provides a definition of critical care medical officer (CCMO) in Schedule 2 (RMO/CCMO) as follows:

- *Critical Care Medical Officer means a medical practitioner who is employed for the purpose of providing clinical care to critically ill patients in the Intensive Care Unit (ICU) and other areas of the hospital with the support of an intensive care specialist. They are expected to function at or above the level of an ICU advanced trainee and able to resuscitate and stabilise critically unwell patients.*

RMO/CCMO – Classification Structure [S.2.11.2]

An RMO/CCMO shall progress through the salary range by annual increments of the anniversary of their commencement date in that role, subject to satisfactorily meeting the required performance standards and passing the exams (where relevant) at each level. Part time RMOs/CCMOs will progress upon the completion of 1976 ordinary hours.

The RMO/CCMO classification structure, salaries and salary ranges shall apply as follows:

	Classification	Level/s	Known As
(a)	Intern	1	RMO1 or PGY1
(b)	Junior House Officer	2	RMO2 or PGY2
(c)	Senior House Officer	3	RMO3 or PGY3
(d)	Principal House Officer	4-7 inclusive	PHO1 to PHO4
(e)	Registrar	4-9 inclusive	REG1 to REG6
(f)	Senior Registrar	10-13 inclusive	SREG1 to SREG4

	Classification	Level/s	Known As
(a)	CCMO	1	CCMO

RMO – Higher Duties [S2.11.3]

A Junior House Officer or Senior House Officer who is required to act in the position of Principal House Officer for periods of more than three (3) days shall be entitled to be paid at the first-year rate for a Principal House Officer and receive remuneration for on call and recall while acting in the position of Principal House Officer.

Leave

RMO/CCMO – Parental Leave [S3.12.1]

Mater supports RMOs/CCMOs during their pregnancy and offers paid parental leave, unpaid parental leave and flexible rostering to accommodate pregnancy-related appointments. Mater's Parental Leave Procedure, as amended by Mater from time to time, provides further information with respect to the entitlements and support provided to Medical Officers. Eligibility, notice requirements and other related information is detailed in the Act and Mater's Policy as amended by Mater from time to time.

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

RMO/CCMO – Paid Maternity and Adoption Leave [S3.12.2]

For RMO/CCMO employees paid maternity leave is available for eligible employees as follows:

- a) Fourteen (14) weeks paid maternity leave; and
- b) Fourteen (14) weeks of paid adoption leave for the primary carer of the adopted child.

Leave may be taken for double the time for half the pay.

In determining eligibility for paid maternity and adoption leave, RMOs/CCMOs who have completed service with the Department of Health immediately prior to commencing employment with Mater will have their service recognised to ensure they are not disadvantaged.

RMO/CCMO - Annual Leave [S2.12.3]

All full-time RMOs/CCMOs are entitled to five (5) weeks annual leave. Part time RMOs/CCMOs will receive a pro rata amount of annual leave.

An RMOs/CCMOs who meets the definition of a shift worker will receive an additional week of leave, or in the case of a part-time RMO/CCMO a proportionate amount.

Annual Leave will be calculated as follows:

Package	Details
Non-Shift Workers Annual Leave Package	5- week's Annual Leave Annual Leave loading on 4 weeks (17.5%)
Payment and Leave Loading	The RMO's/CCMO's ordinary wage rate as prescribed by the Agreement for the period of annual leave an 17.5% for 4-weeks.

Package	Details
Shift Workers Annual Leave Package	6 Weeks Annual Leave Annual Leave Loading on 5 weeks (27.5%)
Payment and leave loading	The Medical Officer's ordinary wage rate as prescribed by the Agreement for the period of annual leave and 27.5% for 5 weeks.

RMO/CCMO - Annual Leave Cashing out [S2.12.4]

While Mater remains committed to ensure that all RMOs/CCMOs access their accrued leave for rest and recreation away from the workplace each year, an RMO/CCMO may cash out an entitlement to annual leave provided that:

- Each request is made in writing;
- The Medical Officer maintains a balance of at least four (4) weeks annual leave after cashing out the leave.
- The employee has taken at least two (2) weeks of annual leave in the twelve (12) month period immediately prior to making the request.

RMO/CCMO – Payment for Work Performed on Public Holiday (S2.2.1)

Where an RMO performs work a public holiday, they will be paid for all hours worked at the rate of one and a half times the ordinary rate (150%) with a minimum payment of four hours, excepting Easter Saturday and 25 December which will be paid at double time and one half (250%) with a minimum payment of four hours.

Clinical Support Time

RMO/CCMO – Clinical Support Time [S2.13]

Mater recognises the mutual advantages of involving RMOs/CCMOs in these activities and endorses their participation during regular working hours, as directed and planned by the Clinical Director.

Professional Support

RMO - Vocational Training Subsidy [S2.14.1]

All RMOs who confirm their acceptance and remain in a vocational training program will be entitled to the payment of a Vocational Training Subsidy as provided for in the below table:

	First full pay period on or after approval of agreement by FWC	First full pay cycle on or after 1 July 2024	First full pay cycle on or after 1 July 2027
Vocational Training Subsidy	\$4,512.05	\$4,624.85	\$4,740.47

Part time RMOs will receive a pro-rata amount.

The subsidy will be paid as a fortnightly allowance, which will be paid in the first pay period following the RMO commencing the training program provided that the Medical Officer makes formal application for the subsidy and supplies Mater with satisfactory evidence of their acceptance as a vocational trainee with one of the specialty colleges.

RMO/CCMO - Professional Development Allowance for all other RMOs/CCMOs (S2.14.2)

All RMO/CCMOs, other than interns and those RMOs in receipt of the Vocational Training Subsidy in accordance with clause 8.5.1, will be entitled to a payment in accordance with the below table:

	First full pay period on or after approval of agreement by FWC	First full pay cycle on or after 1 July 2026	First full pay cycle on or after 1 July 2027
Professional Development Allowance (RMO/CCMO)	\$2,706.00	\$2,773.65	\$2,848.99

RMO/CCMO - Professional Leave [S2.14.3]

All RMOs/CCMOs, other than Interns (RMO1 or PGY1), will be entitled to accrue 60.8 hours of Professional Development Leave (PDL) per year in addition to existing exam leave entitlements. Part-time Medical Officers will receive a pro rata amount.

This PDL may be accumulated for a maximum period of up to two (2) years, as long as the Medical Officer remains in continuous employment with Mater as a Medical Officer.

RMO/CCMO – Access to Training Courses [S2.14.4]

Interns will be provided with reasonable access to Mater required courses that will enable safe clinical practice, at no cost to the Intern, during ordinary working hours as they have no entitlement to professional development leave under this Agreement.

RMO/CCMO, other than Interns will be provided with reasonable access to Mater required courses that will enable safe clinical practice, at no cost to the Medical Officer, during ordinary working hours where it is necessary to carry out the duties required by Mater.

RMO – Examination Leave [S2.14.5]

Where an RMO sits for an examination for approved additional qualifications, the Medical Officer will be allowed such leave on full pay as is reasonable and necessary.

An RMO will be permitted leave on full pay for each day of an approved examination plus three days. These days may be taken up to 2 weeks prior to, or following, the examination or a combination of both.

Fatigue Management

RMO/CCMO – Fatigue Management [S2.15.1] and Maximum Hours of Duty for RMOs [S2.15.2]

Mater and RMOs/CCMOs recognise that fatigue management is critical to safe work practices. A contemporary approach in addition to the fatigue provisions outlined in Part 11 (Fatigue Related Matters) below will be developed which confirms that Mater and RMOs/CCMOs must work together to ensure:

- All RMOs/CCMOs are safe from fatigue hazards while at work;
- When an RMO/CCMO is fatigued, they will have access to facilities where they can rest;
- Patients will receive safe health care at Mater.

RMO/CCMO – Breaks between shifts [S2.15.3]

Where an RMO/CCMO has not achieved at least ten (10) hours between shifts, the RMO/CCMO will be released from duty on pay (as if they had been working) until such times as a 10-hour break is achieved.

Where if on the direction of the RMO's/CCMO's manager the RMO/CCMO is requested to return to work, the RMO/CCMO will be paid an additional 100% of their ordinary rate until such times as a 10-hour break can be achieved.

RMO/CCMO – Fatigue Payment [S2.15.4]

Where an RMO/CCMO is required to work overtime immediately after one shift so that there is not ten consecutive hours off between the completion of the overtime and the commencement of the following shift, the RMO/CCMO will be:

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

If, on the instructions of the RMO's/CCMO's Manager, the RMO/CCMO works without having had ten consecutive hours off duty, the RMO/CCMO must be paid an additional 100% until released from duty for ten consecutive hours without loss of pay for all ordinary working time occurring during the absence.

RMO/CCMO – Recall: Fatigue Payment and Fatigue Leave [S2.15.4.4]

Where an RMO/CCMO is rostered on call and required to perform recall fatigue leave and fatigue payment only applies when the RMO/CCMO has worked in excess of two hours, including travelling time and actual work physically performed on the recall.

Travelling and Relieving Expenses

RMO/CCMO - Traveling and Relieving Expenses [S2.16]

An eligible RMO/CCMO who is required to travel on official duty or to take up duty away from the RMO's/CCMO's primary place of work, is allowed to claim for actual and reasonable expenses for accommodation, meals, transport, parking, and incidental expenses necessarily incurred by RMO/CCMO while conducting Mater related business.

Excess Travelling Time

RMO/CCMO – Excess Travelling time (S3.12)

At the discretion of Mater, an RMO/CCMO who is required to travel away from Mater on official business at times outside of their rostered hours of duty, will be paid for that time at the appropriate hourly rate or by agreement provided with time off in lieu (calculated to the nearest fifteen (15) minutes).

Wages and Related Matters

RMO/CCMO – Wages and Related Matters [S2.17]

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

RMOs will be paid in accordance with the below table, effective in the first full pay cycle on or after the date indicated:

Resident Medical Officers							
Level	Paypoint	1-Jul-25		1-Jul-26		1-Jul-27	
		Hourly Rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum
Resident Medical Officer Lvl 1	RMO1	\$ 47.7461	94,670	\$ 48.9395	97,036	\$ 50.1632	99,463
Resident Medical Officer Lvl 2	RMO2	\$ 51.4724	102,059	\$ 52.7592	104,610	\$ 54.0776	107,224
Resident Medical Officer Lvl 3	RMO3	\$ 55.2671	109,583	\$ 56.6487	112,322	\$ 58.0645	115,129
Registrar and PHO Lvl 1	REG1	\$ 67.5053	133,848	\$ 69.1934	137,196	\$ 70.9237	140,626
Registrar and PHO Lvl 2	REG2	\$ 69.3763	137,558	\$ 71.1105	140,997	\$ 72.8882	144,522
Registrar and PHO Lvl 3	REG3	\$ 71.2592	141,292	\$ 73.0408	144,824	\$ 74.8671	148,445
Registrar and PHO Lvl 4	REG4	\$ 74.1421	147,008	\$ 75.9961	150,684	\$ 77.8961	154,451
Registrar Lvl 5	REG5	\$ 76.0921	150,874	\$ 77.9947	154,647	\$ 79.9447	158,513
Registrar Lvl 6	REG6	\$ 78.0461	154,749	\$ 79.9974	158,618	\$ 81.9974	162,583
Senior Registrar Lvl 1	SREG1	\$ 85.8461	170,214	\$ 87.9921	174,469	\$ 90.1921	178,832
Senior Registrar Lvl 2	SREG2	\$ 88.7763	176,024	\$ 90.9961	180,426	\$ 93.2711	184,937
Senior Registrar Lvl 3	SREG3	\$ 91.7013	181,824	\$ 93.9934	186,369	\$ 96.3434	191,028
Senior Registrar Lvl 4	SREG4	\$ 94.5987	187,569	\$ 96.9632	192,257	\$ 99.3868	197,063

CCMO wages in the table below will be effective in the first full pay cycle on or after the date indicated:

Critical Care Medical Officers							
Level	Paypoint	On commencement of Agreement		1-Jul-26		1-Jul-27	
		Hourly Rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum
Critical Care Medical Officer	CCMO	\$95.3250	\$189,009	\$97.7081	\$193,734	\$ 101.1508	\$198,578

If you have any questions, you are encouraged to speak to your Manager or Director.
Alternatively, you can contact the Industrial Relations team on email: IndustrialRelations@mater.org.au.

Schedule 3 – Senior Medical Officers (SMO) Terms and Conditions

Basis for Employment

SMO – Full time [S3.1.1] and Part time [S3.1.2]

Full-time

A full-time SMO is an SMO who is engaged to work forty (40) hours per week. These are referred to as Standard hours.

Part-time

The span of Standard Hours will be the same as those for a full-time SMO.

SMO – Termination of Employment [S3.1.3]

Except in the case of dismissal for serious misconduct, the EA provides that the employment of an SMO may be terminated by the provision of three (3) months' notice by either the SMO or Mater.

Mater may make payment in lieu of notice if Mater requires that part or all of the notice period is not required to be worked.

Classification Structure, Appointments, Increments and Progression

SMO – Classification Structure Appointments, Increments and Progression [S3.2]

The SMO classification structure, salaries and salary ranges shall apply as follows:

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

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

Leave

SMO – Ceremonial Leave [S3.3.1]

An SMO who is legitimately required by Aboriginal or Torres Strait Islander 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.

Examination Leave (S3.2)

Where an SMO sits for an examination for approved additional qualifications, the Senior Medical Officer will be allowed such leave on full pay as is reasonable and necessary.

An SMO will always be allowed leave on full pay for each day of an approved examination plus one day prior to the examination.

Additional Annual Leave for performance on-call [S3.3.3]

Where an SMO is instructed to hold themselves available to be on call outside Standard Hours or rostered working hours and performs this for at least forty-five (45) instances in a twelve (12) month period from 1 July to 30 June (pro rata for part time SMOs), the SMO will receive one (1) week's additional annual leave (pro rata for part time SMOs).

The extra leave will be accrued retrospectively at the end of the twelve (12) month period. However, the extra leave does not accrue annual leave loading.

If the SMO also meets the definition of a Shift Worker and qualifies for the additional week for on-call as per this Schedule, the SMO will not be entitled to receive any more than five (5) weeks annual leave in total.

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

Hours of Work and Overtime

SMO – Standard Hours [S3.4.1]

The standard hours for SMOs will be made up of forty (40) hours per week and are referred to in this agreement as standard hours.

Standard hours for an SMO constitutes thirty-eight (38) hours (ordinary hours) and two (2) additional hours which are agreed by the parties to be reasonable additional hours for the purposes of the NES.

SMO – Pattern of Hours [S3.4.2]

SMOs can agree to work:

- Eight (8) continuous Standard Hours (excluding the meal break) each day; or
- Less than (8) Standard Hours (excluding the meal break) each day on one or more days in each work cycle.
- More than eight (8) continuous Standard Hours (excluding the meal break) and rostering SMOs off on various days of the week during a particular work cycle, so that each SMO has additional days off during the cycle.
- Provided there is written agreement between Mater and the SMO concerned the Standard Hours may exceed 8 on any one day up to a maximum of 12 hours (exclusive of the meal break).

SMO – Shift Penalties [S3.4.3]

SMOs will be paid penalty rates for afternoon, night and weekends shifts (excepting public holidays) in accordance with the following table:

Shift	Definition	Penalty
Afternoon	Means any shift worked Monday to Friday commencing on/or after 12:00 with the majority of the work performed after 16:00.	15% penalty paid for the entire shift.
Night	Means any shift worked Monday to Friday commencing on/or after 18:00 or before 07:00 the following day, the majority of which is worked before 07:00.	15% penalty paid for the entire shift.
Saturday	All ordinary time worked between midnight Friday and midnight Saturday.	50% penalty paid on hours worked within these hours.
Sunday	All ordinary time worked between midnight Saturday and midnight Sunday.	100% penalty paid on hours worked within these hours.

SMO – Overtime [S3.4.4]

All ordinary time worked in excess of ten (10) hours in any one shift will be paid at the applicable overtime rates for that day.

SMO – Averaging Arrangements [S3.4.5]

The Standard Hours of forty (40) hours a week may be averaged across a roster cycle of no more than eight (8) weeks were agreed in advance in writing between Mater and an SMO. This is known as an Averaging Arrangement.

SMO – Clinical Support Time [S3.4.6]

An SMO who have a substantial appointment at Mater (greater than 0.4FTE) will be provided 15% Clinical Support Time.

Clinical support time is guaranteed time that is provided during Standard Hours for duties that are not directly related to individual patient care (such as most aspects of the teaching, research, clinical governance, administration, and other work-related activities undertaken by SMOs).

Requests for Clinical support time to employees working less than 0.4FTE, or requests in excess of the 15% minimum for SMOs working greater than 0.4FTE, may be approved at the discretion of the Medical Leader of the department where it has been demonstrated that the activity is for the benefit of Mater. Allocation of additional clinical support time, and the expectations of how that time will be used, will be documented in the SMO's Performance Development Plan, and review reviewed annually by the Medical Leader of the department.

SMO – Extended Hours of Work [S3.4.7]

Mater may consider the implementation of extended hours of work where it can be demonstrated there is a need to address service requirements based on patient demand or where the additional benefit to patients could be achieved.

Under this clause "extended hours" means a SMO's Standard Hours may be extended until 22:00 on weekdays and from 07:00 - 22:00 on Saturday and Sunday

Extending the hours of work shall be undertaken through the consultation provisions of the proposed EA.

SMO – Rosters [S3.4.8]

Where practicable, SMOs should not be rostered on weekends or be on-call immediately, prior to or after leave. Roster changes shall only be undertaken by consultation.

On-call

SMO – On-call Allowance [S3.5.1]

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

Recall

SMO – Physical Recall [S3.5.2.1]

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

SMO – Digital Recall [S3.5.3]

An SMO on call who is recalled to perform duty and who is able to perform that duty using appropriate (meaning suitable or right for a particular situation or occasion) digital resources without the need to leave their residence and/or without the need to return to the facility will be paid for time worked at 200% of the ordinary rate with a minimum period of thirty (30) minutes.

The term “digital recall” refers to any work that involves both of the following:

- Accessing and reviewing clinical documents; and
- Creating records containing patient medical information.

Any record created or modified must be contemporaneously accessible at a Mater campus at the time of its creation or amendment.

Professional Development Support

SMO – Professional Development Allowance [S3.6.1]

SMOs will be paid a Professional Development Allowance (PDA), which will be paid as a fortnightly allowance. Part time employees will receive a pro-rata amount. The professional development allowance will increase over the life of the agreement in accordance with the below table:

SMO		
Professional Development Allowance		
First full pay period on or after approval of agreement by FWC	1 July 2026	1 July 2027
\$22,037.50	\$22,588.44	\$23,153.15

SMO - Professional Development Leave [S3.6.2]

SMOs will accrue 3.6 weeks' Professional Development Leave (PDL) each year, for a maximum of three (3) years. Part time employees will receive a pro-rata amount. SMOs who have been employed prior to 14 November 2014 will accrue 3.5 weeks' professional development leave each year for a maximum of four (4) years.

PDL may be accessed during or outside of the standard hours of work so long as the PDL activity is relevant to the professional development of the SMO.

PDL may also be used for the completion of activities such as:

- completing corporate required learning
- allocated essential learning.
- working on or meeting about their performance development plan
- department education or improvements that follow PDL.
- attendance at hospital craft group or M&M meetings
- activities that fulfil CPD requirements for their professional college.

Breaks and Meal Allowances

SMO – Paid Rest Pause [S3.7.1]

All SMOs are entitled to paid rest pause as follows:

- One (1) 10-minute rest pause for an SMO who works six (6) ordinary hours or less in any day; or
- Two (2) separate 10-minute rest pauses for an SMO who works for more than six (6) ordinary hours in any one day.

Rest pauses are to be taken, where possible, at a time so as to not unduly interfere with the provision of patient care.

SMO – Unpaid Meal Break [S3.7.2]

SMOs will be entitled to have an unpaid meal break clear of work commitments. Where meal breaks cannot be accessed the SMO will be paid overtime, at the applicable rate for that particular day, for a period of thirty (30) minutes.

SMO – Paid Meal Break [S3.7.3]

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

SMO – Meal Allowance [S3.7.4]

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

Attraction and Retention

SMO – Attraction and Retention Allowance [S3.8]

Mater is a private organisation that provides care to public-funded, private-funded, self-funded, and third party-funded patients across its facilities. It is necessary for Mater to remain agile in its ability to provide healthcare to all patients in a changing healthcare environment. Mater also needs to attract and retain the skills and experience of SMOs to work across Mater's facilities. With this aim, the attraction and retention allowances outlined in this Schedule will apply.

The implementation of this allowance constitutes the entire agreement between the SMO and Mater and will supersede:

- Supplementary Benefit (previously known as Right of Private Practice (ROPP) Contracts)
- Any other previous agreement, arrangements, allowances, above award payment, on-call arrangements, understandings, or representations in relation to how senior medical officers are attracted and retained above their base salary.

For an SMO to become eligible for the attraction and retention allowance, they must have signed and agreed to the Mater Granted Private Practice Agreement (GPPA). Where an SMO has agreed to the GPPA the attraction and retention allowance will be calculated as follows:

- For specialist medical practitioners (excluding specialist GPs) an allowance of 50% of their base salary
- For SMOs other than those mentioned above, an allowance of 35% of their base salary.

An SMO may also receive additional increases to their Attraction and retention allowance where they work in a regional location (an additional 10%) or work in a work group that operates over a 24/7 rotating roster (an additional 25%).

Mater's Executive Director of Health may approve negotiation of an Individual Flexibility Agreement (IFA) with the respective employee group in situations where a SMO employee group are required to:

- regularly travel to support another Mater facility beyond 50km from the primary place of work; or
- have extra-ordinary commitments to after-hours or on call work; or
- remain on campus when on call; or
- make a significant contribution to meeting public activity targets; or
- make a significant contribution to growing private activity.

Mater SMOs may engage in their own private practice but must do so as independent contractors, in their own time, outside of the 'Normal Hours of Work (as defined in S4.10.6.4). They require their own insurance, informed financial consent and billing processes, back-up, and on-call arrangements in place for the care of their own private patients, as per relevant Mater by-laws.

Except where clinical priorities require otherwise, where any conflict arises between the SMO's duties to Private Patients and the SMO's duties to the Mater, the duties to the Mater will prevail.

SMO – Rotating Shift Allowance [S3.9.1]

Where an SMO works under a rostering arrangement that includes permanently working rostered evening shifts, night shifts and weekend shifts, an allowance of 25% of base salary is paid in addition to amounts in clause S3.8.1 (a) or (b).

SMO – Application of the Attraction and Retention Allowance [S3.9.2]

The allowances in clause S3.8.3 are only payable to SMOs who meet the criteria outlined in the respective subclauses, and do not apply to casual staff, Fellows, Registrars or Resident medical staff. In receiving allowances, SMOs will be required to provide care to public-funded, private-funded, self-funded, or third party-funded patients, as directed by Mater.

Other Arrangements

SMO – Other arrangements [S3.10]

Mater's Executive Director of Health may approve negotiation of an Individual Flexibility Agreement (IFA) with the respective employee group in situations where a SMO employee group are required to:

- regularly travel to support another Mater facility beyond 50km from the primary place of work; or
- have extra-ordinary commitments to after-hours or on call work; or
- remain on campus when on call; or d. make a significant contribution to meeting public activity targets; or
- make a significant contribution to growing private activity

Other Private Work

SMO – Other private work [S3.11]

SMOs may engage in their own private practice but must do so as independent contractors, in their own time, outside of their 'Normal Working Hours'. They require their own insurance, informed financial consent and billing processes, back-up, and on-call arrangements in place for the care of their own private patients, as per relevant Mater By-Laws.

SMOs in non-procedural specialties can be on call for their own private patients and rostered on call for Mater at the same time. SMOs in procedural specialties require the written approval of the General Manager of the Facility to be on call for their own private patients and rostered on call for Mater at the same time.

Except where clinical priorities require otherwise, where any conflict arises between the SMO's duties to Private Patients and the SMO's duties to the Mater, the duties to the Mater will prevail.

Primary Place of Work

SMO – Primary Place of Work [S3.12]

A SMO's primary place of work will be determined upon commencement. However, it is acknowledged by the Parties that Mater may request a Senior Medical Officer to work at locations other than the primary place of work.

Mater will consult with the relevant SMO to discuss the opportunity and reasons required for working at other locations:

- within 50km from their primary place of work; or
- outside of 50km of their primary place of work with the intention of being able to come to a mutually acceptable arrangement.

Travelling and Relieving Expenses

SMO – Traveling and Relieving Expenses [S3.14]

Where an SMO is required to undertake official duty more than 50km from the medical officers' primary place of work is allowed to claim for actual and reasonable expenses for accommodation, meals, and incidental expenses.

An SMO who is required to travel and relieve at a facility greater than 100km from the primary place of work will be provided accommodation and travel by Mater. Additionally the SMO will receive a temporary regional attraction and retention allowance, as per the regional attraction allowance clause.

Where there is an organizational requirement for an employee group to deliver fly-in fly-out SMO support to a facility greater than 100km from the primary place of work:

- a) Mater will provide accommodation and travel; and
- b) Mater may enter into negotiation for an Individual Flexibility Arrangement with the employee group.

Excess Travelling Time

SMO – Excess Travelling Time [S3.14]

At the discretion of Mater, an SMO who is required to travel more than 50km away from Mater on official business at times outside their Standard Hours will be paid for that time at the appropriate hourly rate or by agreement, provided with time off in lieu.

Fatigue Management

SMO – Fatigue Management [S3.15]

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

- a) all SMOs are safe from fatigue hazards while at work;
- b) when an SMO is fatigued, they will have access to facilities where they can rest;

- c) Patients will receive safe health care at Mater.

It is expected that this approach will address these principles and provide a framework that will apply at Mater. Where an SMO has not achieved at least ten (10) hours between shifts, the SMO will be released from duty on pay (as if they had been working) until such times as a 10-hour break is achieved.

Where an SMO is not able to achieve a 10 hour break, the SMO will discuss with the relevant director or their delegate to make an assessment of Mater's ability to reasonably defer or delegate the SMO's work.

Development Initiatives

SMO – Development of Initiatives [S3.16]

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

Wage and Salary Related Matters

SMO – Wage and Salary Related Matters (S3.17.1)

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

SMO – Medical Leaders Allowance [S3.17.2]

The purpose of the Medical Leader's Allowance is to recognise those eligible SMOs, as defined below, who are required to perform significant work in the leadership of the relevant department (however so titled), in addition to their clinical duties.

Medical Leader roles are separated into three (3) separate roles, each with differing levels of responsibility. As such different types of medical leaders are remunerated in accordance with the below table:

Group	Description
Medical Leader Group 1 (CLG1)	- Deputy Medical Directors (subject to clause 25.4.2 below); and - Senior Medical Officers appointed as Clinical Directors (as defined above), who have leadership responsibilities and line manage between 1 and 9 individual employees
Medical Leader Group 2 (CLG2)	Senior Medical Officers appointed as Clinical Directors (as defined above), who have leadership responsibilities and line manage more than 9 individual employees
Medical Leader Group 3 (CLG3)	Senior Medical Officers appointed as Directors (as defined above)

If you have any questions, you are encouraged to speak to your Manager or Director.
Alternatively, you can contact the Industrial Relations team on
email: IndustrialRelations@mater.org.au.

Those eligible as per the group levels detailed above, will be entitled to an allowance within the ranges detailed below:

Medical Leaders' Allowance						
Medical Leader Group	First full pay period on or after approval of agreement by FWC		1-Jul-26		1-Jul-27	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Group 1	\$ 6,851	\$ 13,701	\$ 7,022	\$ 14,044	\$ 7,198	\$ 14,395
Group 2	\$ 13,703	\$ 20,553	\$ 14,046	\$ 21,067	\$ 14,397	\$ 21,594
Group 3	\$ 20,554	\$ 27,404	\$ 21,068	\$ 28,090	\$ 21,595	\$ 28,792

The Chief Medical Officer will decide where in the range the Medical Leader is appointed within the applicable group. Matters the Chief Medical Officer may choose to consider in determining where in the range to appoint a Medical Leader include, but are not limited to: the SMO's seniority, the size of the budget being managed by the Medical Director, the number of people being managed, the risk profile of the portfolio area. The Chief Medical Officer will provide the Medical Leader with written advice confirming what considerations were included in determining the outcome.

SMO – Eminent and Pre-Eminent Specialist Allowance [S3.18]

Mater agrees to maintain a process for medical officers to progress to Eminent (Senior Staff Specialist – Level 3) and Pre-Eminent (Senior Staff Specialist – Level 4). Mater will use its best endeavours to initiate the process once in any calendar year.

An SMO who has attained either Eminent or Pre-Eminent Specialist status under a previous EA applying to Mater will retain this status and any applicable payment until such time as they cease to undertake the additional work associated with the status.

SMO – Car Allowance [S3.19]

An SMO is entitled to a Car Allowance in accordance with the Mater 'Car Allowance for Senior Medical Officer Procedure' and the 'Remuneration & Benefits Policy'.

SMO – Wages Table [S3.20]

SMOs wages in the table below will be effective in the first full pay cycle on or after the date indicated:

Senior Medical Officers							
Level	Paypoint	1 July 2025		1 July 2026		1 July 2027	
		Hourly Rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum
Senior Medical Officer General Practitioner							
L13	C1-1	\$ 89.4326	\$ 186,659	\$ 91.6684	\$ 191,325	\$ 93.9601	\$ 196,108
L14	C1-2	\$ 92.2295	\$ 192,496	\$ 94.5352	\$ 197,309	\$ 96.8986	\$ 202,241
L15	C1-3	\$ 95.0124	\$ 198,304	\$ 97.3877	\$ 203,262	\$ 99.8224	\$ 208,344
L16	C1-4	\$ 97.8337	\$ 204,193	\$ 100.2795	\$ 209,298	\$ 102.7865	\$ 214,530
L17	C1-5	\$ 100.6319	\$ 210,033	\$ 103.1477	\$ 215,284	\$ 105.7264	\$ 220,666
Staff Specialist							
L18	MO1-1	\$ 103.2944	\$ 215,590	\$ 105.8767	\$ 220,980	\$ 108.5237	\$ 226,504
L19	MO1-2	\$ 106.0619	\$ 221,366	\$ 108.7134	\$ 226,900	\$ 111.4313	\$ 232,573
L20	MO1-3	\$ 109.2381	\$ 227,996	\$ 111.9691	\$ 233,696	\$ 114.7683	\$ 239,538
L21	MO1-4	\$ 111.5943	\$ 232,913	\$ 114.3842	\$ 238,736	\$ 117.2438	\$ 244,705
L22	MO1-5	\$ 114.3631	\$ 238,692	\$ 117.2222	\$ 244,660	\$ 120.1528	\$ 250,776
L23	MO1-6	\$ 117.1332	\$ 244,474	\$ 120.0615	\$ 250,586	\$ 123.0631	\$ 256,850
L24	MO1-7	\$ 119.9827	\$ 250,421	\$ 122.9823	\$ 256,682	\$ 126.0568	\$ 263,099
Senior Staff Specialist							
L25	MO2-1	\$ 123.5253	\$ 257,815	\$ 126.6134	\$ 264,260	\$ 129.7788	\$ 270,867
L26	MO2-2	\$ 127.2717	\$ 265,634	\$ 130.4535	\$ 272,275	\$ 133.7148	\$ 279,082
L27	MO2-3	\$ 130.9656	\$ 273,344	\$ 134.2397	\$ 280,177	\$ 137.5957	\$ 287,182
Senior Staff Specialist - Eminent							
L28	MO3-1	\$ 136.4941	\$ 284,883	\$ 139.9065	\$ 292,005	\$ 143.4041	\$ 299,305
Senior Staff Specialist - Pre-Eminent							
L29	MO4-1	\$ 143.8780	\$ 300,294	\$ 147.4750	\$ 307,801	\$ 151.1618	\$ 315,496

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