



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mater Misericordiae Limited T/A Mater Group
(AG2023/3430)

MATER OPERATIONAL EMPLOYEES ENTERPRISE AGREEMENT 2023

Health and welfare services

COMMISSIONER DURHAM

BRISBANE, 8 NOVEMBER 2023

Application for approval of the Mater Operational Employees Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Mater Operational Employees Enterprise Agreement 2023* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Mater Misericordiae Limited T/A Mater Group (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Australian Workers' Union (**AWU**) and the Australian Municipal, Administrative, Clerical and Services Union – Queensland Together Branch (**Together ASU**) each lodged a Form F18 statutory declaration opposing approval of the Agreement. Together ASU raised certain concerns regarding annual leave and long service leave. On 30 October 2023, the Applicant provided written undertakings addressing Together ASU's concerns.

[3] The AWU also raised a number of concerns with the Agreement. To address the outstanding concerns, I listed the matter for conference on 6 November 2023. During that conference, the Applicant agreed to provide further written undertakings addressing the AWU's concerns. The Applicant's amended undertakings were received on 7 November 2023.

[4] Upon receipt of the Applicant's undertakings, I sought the views of the bargaining representatives in relation to the undertakings. No views were provided.

[5] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[6] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[7] Noting clause 1.4.3 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[8] The United Workers' Union (UWU) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In their respective Form F18s, the AWU and ASU also gave notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act, I note the Agreement covers the AWU, Together ASU and the UWU.

[9] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 31 August 2025.



COMMISSIONER

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Mater Operational Employees Enterprise Agreement 2023

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 this agreement.

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PART 1 – PRELIMINARY MATTERS

1.1 Title

- 1.1.1 This Agreement will be known as the *Mater Operational Employees 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 and will have a nominal expiry date of 31 August 2025.

1.3 Renewal or Replacement Agreement

- 1.3.1 The parties will aim to commence formal negotiations at least six (6) months prior to the expiration of this Agreement.

1.4 Relationships with Awards, Agreement and Other Conditions

- 1.4.1 This Agreement replaces:

- (a) *Mater Operational Employee's Enterprise Agreement 2017-2019*;
- (b) *Mater Private Hospitals' Support Services Enterprise Agreement 2017-2019*;
- (c) *Mercy Health and Aged Care Central Queensland Limited – Hospitality and Services – Enterprise Agreement 2014-2016*;
- (d) *Mercy Health and Aged Care Central Queensland Limited – Administration and Support Services – Enterprise Agreement 2015-2016* for the Storeperson position;
- (e) Attachment 3 – Classification Definitions, Operational category, *Mercy Health and Aged Care Central Queensland Limited – Allied Health – Enterprise Agreement 2014-2016*; and
- (f) Schedule B – Classifications, B.1 and B.3, in the *Mater Health Services North Queensland Limited – Clerical and Support Services Employees – Enterprise Agreement 2015-2017*.

- 1.4.2 This Agreement is a comprehensive Agreement and replaces all other Awards, Enterprise Agreements, and orders of the Fair Work Commission that may otherwise apply to employees.

- 1.4.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this 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 will cover:

- (a) Mater Misericordiae Limited (trading as Mater Group) ACN 096 708 922 in respect of its employees across Queensland who are covered by this Agreement; and
- (b) Employees of Mater Misericordiae Limited across Queensland, who are covered by the classifications set out in Schedule 4 – Work Level Statements of the Agreement, undertaking operational activities of any kind (excluding primary administration positions) (employees);
- (c) The Australian Workers' Union (AWU), 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 AWU;
- (d) the Australian, Municipal, Administrative, Clerical and Services Union, Queensland Together Branch (TQ), provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission (FWC) notes in the document to approve the Agreement that the Agreement covers TQ; and
- (e) the United Worker's Union (UWU), provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission (FWC) notes in the document to approve the Agreement that the Agreement covers UWU.

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) having and maintaining a skilled, motivated, and adaptable workforce; and
- (e) providing fair remuneration for work done
- (f) embrace diversity and actively seek opportunities to encourage inclusion in all our Ministries.

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 Operational employees Enterprise Agreement 2023*.
- (c) **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.
- (d) **Mater** for the purposes of this Agreement means Mater Misericordiae Limited ACN 096 708 922.
- (e) **Mater Policy** means a policy or procedure in place within Mater which may be amended from time-to-time.
- (f) **NES** means the **National Employment Standards** as contained in the Act.
- (g) **Paypoint** means the specific rate of remuneration payable to employees within an employee classification level.
- (h) **Pharmacy** means those employees working within Mater Pharmacy irrespective of where the service is provided.
- (i) **Qualified Anaesthetic Technician** means
 - (i) an employee employed by Mater as an Anaesthetic Technician; and
 - (ii) who has a relevant Technical and Further Education (TAFE) Diploma qualification of Paramedical Science (Anaesthetics) or formal recognition from TAFE of equivalency of same.
- (j) **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.
- (k) **Shift Worker** for the purpose of the additional week of annual leave provided for in the NES, a shiftworker is:
 - (i) Is regularly rostered to work Sundays and public holidays; or
 - (ii) works in a service which operates on a 24/7 basis and performs their duties in rotation through the various shifts covering the 24/7 operation, as allocated by Mater, which includes a minimum of twenty (20) afternoon and twenty (20) night shifts in a twelve (12) month period (or a pro rata number of afternoon and night shifts for a part time employee). In a service where 12 hour shifts are worked an employee

will be required to work a minimum of twenty (20) of each available shift type.

A year for the purposes of this definition is the twelve (12) month period from the employee's annual leave accrual anniversary date.

- (l) **Union** means a union covered by this Agreement as provided by clause 1.5.1
- (m) **Work Level Statement** means a concise statement of the duties, skills, characteristics, and responsibilities indicative of a given classification level.

1.8 Posting of the Agreement

- 1.8.1 A copy of this Agreement will be placed on the Mater intranet site so as to be easily accessed by all employees.

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 A dispute formally commenced under an Enterprise Agreement listed at 1.4.1 of this Agreement, but not concluded at the time at which this Agreement commences, will continue to be dealt with in accordance with the relevant Enterprise Agreement listed under 1.4.1.
- 1.9.3 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.
- 1.9.4 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.
- 1.9.5 Disputes that are unable to be resolved at the workplace level under clause 1.9.3 are to be escalated in writing to the Industrial Relations team (however named), People and Learning in Mater.
- 1.9.6 If discussions under clause 1.9.4 do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission. The Fair Work Commission may deal with the dispute in two (2) stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers

appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

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

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

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

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

- (a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) 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.

1.9.9 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

1.10 Flexibility

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 sub-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 *Fair Work Act 2009* (Cth); and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- (c) result in the 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 the employer'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 level.

2.3.2 Subject to 5.10 (Broken Rostered Periods of Duty) A part-time employee's ordinary daily hours are worked exclusive of meal times according to operational requirements and must not exceed more than ten (10) ordinary hours on any one (1) shift, unless there is written agreement in accordance with clause 5.5 (12 Hour Shift).

2.3.3 The following conditions apply to part-time employees:

- (a) The spread of ordinary working hours are the same as those for a full-time employee in accordance with clause 5.1 (Ordinary Span of Hours of Work).
- (b) The minimum rostered shift length for a part-time employee is four (4) hours except where a part-time employee is required by Mater to attend training or a meeting, in which case they will be paid for their time in attendance with a minimum payment of two (2) hours.
- (c) Any hours worked in excess of the maximum shift length as specified in clause 2.3.2 or seventy-six (76) hours per fortnight will be paid at overtime rates in accordance with clause 5.12 (Overtime).

2.3.4 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 2.3.3(c)) and will be included in calculating pro rata leave entitlements, employer superannuation contributions and 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 5.12 (Overtime) and such hours will not be included in calculating pro rata leave entitlements, employer superannuation contributions and service towards any applicable Paypoint increment.

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) On Call Allowance clause 7.1.

(b) Meal Allowance clause 5.14.4.

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 applicable.

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 is engaged on the basis that Mater makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the employee.

2.4.2 A casual employee will be paid on an hourly basis. The hourly rate for a casual employee will be 1/76th of the ordinary fortnightly salary for the appropriate classification as specified in Schedule One.

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 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 A casual employee will 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) On Call Allowance – clause 7.1.

(b) Meal Allowance – clause 5.14.4.

- 2.4.6 Each engagement will stand alone with a minimum payment of three (3) hours and maximum shift length of ten (10) hours or twelve (12) hours by agreement.
- 2.4.7 Casual employment will not be used by Mater to fill or back fill permanently any full-time or part-time positions.
- 2.4.8 Except as under clause 4.5 (Long Service Leave) a casual employee will not be entitled to any other leave payment.
- 2.4.9 Casual employees may be eligible for conversion to permanent employment where the provisions of the NES are satisfied. Information about casual conversion can be found in Division 4A, Part 2-2, Chapter 2 of the *Fair Work Act 2009* (Cth). Nothing in this provision is intended to alter the legislative entitlement for casual conversion.

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 (eg. 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 A temporary employee will be provided with details of the conditions of employment, including access to a copy of the Agreement.

- 2.5.4 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 employee will 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 the employee in accordance with the NES:

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, unless exceptional circumstances apply, withhold any monies 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 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 at any Mater facility within the region in which they are employed, or by agreement with the employee, anywhere in Queensland. For clarity, the regions are South-East Queensland, Central Queensland or North Queensland.
- 2.8.4 For the purposes of this clause only, Mater facilities include 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.
- 2.8.5 Where Mater identifies a suitable alternative position that may be suitable for redeployment at Mater 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.
- 2.8.6 Any consideration of redundancies of employees' positions will follow the consultation process outlined in the clause 1.12 (Consultation) of the Agreement. An employee may not unreasonably refuse a suitable alternative position. As per Mater's Redeployment and Redundancy Policy, as amended by Mater from time to time, where an employee is offered a suitable alternative position or agrees to be redeployed to a position in accordance with clause 2.8.5 (d) above, no redundancy entitlement will be payable to the employee.
- 2.8.7 All entitlements to redundancy payments will be in accordance with the below table and will be in addition to the notice period required as per clause 2.6 (Notice of Termination of Employment). In addition, where Mater has given notice of termination to an employee, the employee is allowed up to one (1) day off without loss of pay for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to the employee after consultation with the employee's Manager.

Redundancy Pay		
	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

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.

3.1.2 The wage rates contained in Schedule One incorporate the following wage increases:

- (a) 4% from the first full pay period on or after 1 September 2022;
- (b) 4% from the first full pay period on or after 1 September 2023;
- (c) 3% from the first full pay period on or after 1 September 2024.

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 Classification Structure, Appointments and Progression

3.2.1 Appointment to Classification Levels

- (a) Appointment to a classification level will be based on appointment on merit to advertised vacancies.
- (b) When a new appointment, whether from an internal or external applicant is

made to any classification level, the relevant experience of the appointee will be considered by Mater in determining the appropriate pay point within the classification.

- (c) Employees aged under 18 years of age will commence at the OO1 level.
- (d) Employees aged 18 years of age and over will commence at the OO2 level.

3.2.2 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 ordinary hours) on each Paypoint.
- (b) For the purpose of this clause, continuous service for a casual employee ends if the employment is 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.

3.2.3 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 1,976 ordinary hours at the higher classification level and then the employee will be appointed at the next Paypoint.

3.3 Higher Duties

3.3.1 Where an employee is formally appointed by Mater to temporarily act in a higher level role as a 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.

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.

3.3.2 Where an employee is formally appointed by Mater to temporarily act in a higher level role, other than a Manager, for at least one (1) shift, they will be paid at Paypoint 1 of the classification level of that higher position for the duration of that shift, 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.

3.3.3 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.

3.4 Job Evaluation Process

3.4.1 The job evaluation process will apply where:

- (a) a new position is created; or
- (b) there is a substantial change in the duties, accountabilities and responsibilities of an existing position which warrants a re-evaluation; and
- (c) the position is unable to be classified by the Manager using the employee Work Level Statements contained in this Agreement.

3.4.2 The process may be initiated by either the relevant Manager, or in the case of (b), the employee who currently holds the position where the employee believes that the requirements of the role they are carrying out have significantly changed.

3.4.3 The role description, or proposed role description, with details of additional duties and responsibilities if applicable; will be re-evaluated to assess whether the current classification level is appropriate and, where relevant, will be assessed against an appropriate comparator position within the same discipline.

3.4.4 Work value is determined by reviewing the requirements of the role as described in the Mater role description, assessing the level of expertise required to undertake the role, the judgement that needs to be exercised and the accountabilities assigned to

the role. This methodology is used to measure the relative work value of a role. Relative work value is then used to determine the classification level of roles within the organisation.

- 3.4.5 The process must have the approval of the relevant Director.
- 3.4.6 The outcome, whether higher or lower, will be communicated to the employee in a timely manner.
- 3.4.7 Where the evaluation process results in a change to a classification, the employee will be notified in writing, with the operative date of the change to the classification level will be the date the change is approved.
- 3.4.8 This process will be determined by Human Resources and will be in accordance with Mater Policy.

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 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 Policy (pro rata for 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 (maternity, adoption and spousal) in accordance with the Act and Mater Policy that may be amended by Mater from time to time.

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* 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:
- (a) Mater's discretion; and
 - (b) 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.
- 4.5.7 The minimum period of leave is one (1) week.

4.6 Annual Leave

- 4.6.1 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.

- 4.6.2 A full-time employee who meets the definition of Shift Worker as defined in clause 1.7.1(k) 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.
- 4.6.3 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.
- 4.6.4 Employees may apply to take annual leave at half pay for double the period of time subject to:
- (a) Mater's discretion; and
 - (b) 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.
- 4.6.5 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.

4.7 Cashing out Annual Leave and Long Service Leave*Cashing out Annual Leave*

- 4.7.1 Mater is committed to ensuring that all employees access their accrued leave for rest and recreation away from the workplace each year.
- 4.7.2 An employee may cash out an employee's entitlement to annual leave provided that:

- (a) each request is made in writing; and
- (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.

Cashing out Long Service Leave

4.7.3 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.

All requests and supporting documentation must be submitted in writing and approval is subject to the discretion of the Chief Human Resources Officer or delegate.

4.8 Direction to take Annual Leave

4.8.1 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; and
- (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); and
- (c) The employee and Mater have been unable to agree on mutually acceptable leave arrangements; and
- (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.

4.8.2 Any period of directed leave under this clause must not reduce the employee's total leave balance below 6 weeks' accrual.

4.9 Direction to take Long Service Leave

- 4.9.1 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.

4.10 Personal/Carer's leave

- 4.10.1 An employee, other than a casual, is entitled to accrue up to ten (10) days personal/carers leave (pro rata) for each year of service.
- 4.10.2 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.
- 4.10.3 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.
- 4.10.4 Leave may be taken for part of a day.
- 4.10.5 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.
- 4.10.6 An application for personal/carers leave is to be supported by a medical certificate or any other evidence that is acceptable to Mater in the following situations:
- (a) absences of more than two (2) consecutive rostered days; or
 - (b) any period of absence (paid and unpaid) where stipulated in an attendance management program.

4.10.7 Despite clause 4.10.6, an employee may be requested to provide a medical certificate or any other evidence that is acceptable to Mater for an absence of one (1) or more working days before or following a Rostered Day Off, an Accrued Day Off, annual leave, long service leave or public holiday.

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

4.10.9 Leave debits will be equivalent to the ordinary hours the employee would have worked had they not been on paid leave.

4.11 Compassionate leave

4.11.1 An employee is entitled to two (2) days of paid compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

4.11.2 For employees other than casuals, such leave will be paid at the ordinary rate of pay for the employee's ordinary hours of work for the period.

4.11.3 Casual employees are entitled to unpaid compassionate leave.

4.12 Purchase of Leave

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

4.12.2 The effect is to provide a continuous reduced average salary over the twelve (12) month cycle that allows for the payment of a proportional salary to cover the period of the "extra" leave.

4.13 Public Holidays

4.13.1 Work performed by an employee on any day appointed under the *Holidays Act 1983* or any day appointed to be in place of any such holiday will be paid at the rate of double time and a half times the ordinary rate 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 Period 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 Employees engaged in services requiring continuous operation who receive additional annual leave for shift work, are not to be required to participate in the compulsory closure over the Christmas/New Year period and are not entitled to a Concessional Day.

4.14.3 Non Shift Workers who are not required to work due to the unit being closed over the period, will be required to take annual leave on the days not designated as public holidays and are entitled to the Concessional Day.

4.14.4 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 work on the day of the week on which the Concessional Day falls they are not entitled to a Concessional Day.

4.14.5 Casual employees are not eligible for the Concessional Day.

4.14.6 Employees who are on annual leave or long service leave over the entire period, and are eligible as per clause 4.14.9, if their unit is closed, are entitled to a Concessional Day.

4.14.7 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 Jury Service

- 4.15.1 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.
- 4.15.2 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.
- 4.15.3 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.
- 4.15.4 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.

4.16 Ceremonial Leave

- 4.16.1 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.
- 4.16.2 In considering an employee's request to access ceremonial leave, Mater must consider the following:
 - (a) Mater's capacity to reorganise work arrangements to accommodate the employee's request;
 - (b) the impact of the employee's absence on the delivery of customer service; and
 - (c) the employee's circumstances.

4.17 Reduced Activity Periods

- 4.17.1 There will be times when Mater will initiate a reduction in staffing level requirements, due to a reduction in operational activity.
- 4.17.2 Mater will provide employees with the following notice for reduced staffing levels:

- a) Four (4) weeks' for planned reduced activity periods, which will usually coincide with holiday periods such as Easter and Christmas.
- b) Two (2) weeks' for unplanned reduced activity periods, which would result in services being unable to be delivered or affect the viability of operations.

4.17.3 To respond to such business requirements where staffing levels are expected to be in excess of the reduced activity in a work area for the relevant periods, the following will be undertaken by Mater as part of the consultation process with affected employees:

- a) If there are opportunities for employees to be deployed to another work area for the period, then Mater will:
 - (i) seek requests from employees who wish to be considered for deployment; and
 - (ii) discuss with those employees potential deployment opportunities.
- b) Employees will be requested to voluntarily:
 - (i) access any accrued TOIL or ADO balances; and
 - (ii) submit leave applications e.g. annual leave
- c) For planned reduced activity periods, employees with an annual leave balance in excess of two (2) years' accrual may be directed to take annual leave in accordance with clause 4.8 (Direction to take Annual Leave).
- d) Employee may be directed to access TOIL, accrued ADO's and/or annual leave.
- e) If the employee does not have sufficient TOIL, accrued ADO's or annual leave to cover the reduced activity period, Mater may direct the employee to take unpaid leave.

4.17.4 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 employees the notice. In undertaking the above actions, Mater, where possible, will consider employee's individual circumstances.

4.17.5 This clause does not override or replace the stand down provisions provided for at section 524 of the Act.

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 (Ordinary Span of Hours of Work for Pharmacy), the ordinary span of hours for an employee will be between 06:00 and 18:00, Monday to Friday.

5.2 Ordinary Span of Hours of Work for Pharmacy

5.2.1 Except in the case of a Shift worker, the ordinary span of hours of work for an employee who works in Pharmacy will be between 07:00 and 21:00 Monday to Friday and between 07:00 and 18:00 on Saturday and Sunday.

5.3 Working a 38-hour week

5.3.1 The ordinary hours of work for full-time employees are an average of thirty-eight (38) hours per week.

5.3.2 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;
- (b) an average of 38 hours per week pursuant to an Accrued Day Off arrangement outlined in clause 5.7 (Accrued Days Off); or
- (c) an average of thirty-eight hours (38) per week over a period of up to four (4) weeks in accordance with clause 5.10 (Averaging Arrangements).

5.3.3 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).

5.3.4 The maximum shift length excluding any unpaid meal breaks must not exceed twelve (12) 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. The implementation of twelve (12) hour shifts will be in accordance with clause 5.5 (12 Hour Shift) of this Agreement.

5.4 Breaks Between Shifts

- 5.4.1 Subject to clauses 5.4.2 or 5.4.3, 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 the following shift.
- 5.4.2 Eight (8) hours is substituted for ten (10) hours:
- (a) for the purpose of changing shift rosters; or
 - (b) in any other case as agreed in writing between Mater and the employee concerned.
- 5.4.3 Where a part time or casual employee has a rostered shift on any day and a second shift becomes available on the same day that would provide less than a 10 hour break between the first and the second shift, then the employee may work the second shift and be paid at ordinary rates plus any applicable shift penalty provided:
- (a) the employee requests or agrees to complete the second shift;
 - (b) there is a break of ten (10) consecutive hours (or eight (8) by agreement in accordance with clause 5.3.2) between the end of the second shift and the employee's next rostered shift; and
 - (c) overtime will apply for hours worked in excess of ten (10) per day in accordance with clause 5.12.1(c) (Overtime).

For Example, a part-time employee is rostered on a day from 7:00am until 11:00am. Another employee is rostered to work on the same day from 5:00pm until 9:00pm, but is unable to attend work. The part-time employee may work the 5:00pm shift provided sub-paragraphs (a), (b) and (c) are satisfied.

5.5 12 Hour Shift

- 5.5.1 Where Mater identifies a need to extend the shifts of ordinary hours of employees to support new models of care and/or changing health service needs, Mater will consult with the employees concerned. Introduction of twelve (12) hour shifts will be implemented after written agreement with a majority of the employees affected. Prior to the commencement of a twelve (12) hour shift arrangement, the parties will establish a method for evaluation of the effectiveness of the proposed shift arrangement.
- 5.5.2 Employees working twelve (12) hour shift arrangements will have the following conditions apply:
- (a) An employee will not perform overtime immediately before or following a twelve (12) hour shift of ordinary hours;

- (b) Each employee will be allowed either three (3) whole consecutive days off in each week, or be allowed in each fortnightly period two (2) consecutive days off in one (1) week and four (4) consecutive days off in the other week;
- (c) An employee may only work a maximum of three (3) of either day or night twelve (12) hours shifts in a row;
- (d) An employee may work a maximum span of four (4) twelve (12) hour shifts where those shifts are a combination of two (2) day and two (2) night shifts or one (1) day and three (3) night shifts;
- (e) Where an employee works a combination of eight (8) and twelve (12) hour shifts, a maximum of five (5) shifts in a row may be worked. This will include a minimum of two (2) eight (8) hour shifts.

5.6 Work Life Balance

- 5.6.1 Mater is committed to work life balance and provisions to support this include access to Accrued Day Off (ADO) arrangements and TIL/TOIL where operationally viable.

5.7 Accrued Days Off

- 5.7.1 Where ADO arrangements are implemented in a work unit, 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.

- 5.7.2 Where Mater has determined that an ADO arrangement can be implemented it will be at Mater's discretion as to whether one (1) or two (2) ADOs can be rostered over the four week cycle based on the business needs of the individual work area.
- 5.7.3 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.
- 5.7.4 Where, as 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.

5.8 Rostered Days Off

- 5.8.1 Employees must be allowed two (2) whole consecutive rostered days off in each week.

5.8.2 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.

5.8.3 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 clause 5.8.1.

5.9 Rosters

5.9.1 Employees will, wherever possible, be notified of the roster at least 14 days in advance of the roster cycle with no changes made without providing at least 7 days' notice, or a shorter period if mutually agreed. Any permanent changes to roster arrangements will be in accordance with clause 1.12 (Consultation).

5.10 Broken Shifts

5.10.1 Where an employee performs a broken shift as prescribed in 5.11 they will be entitled to an allowance of \$4.00 for such a shift in addition to the employees ordinary wage.

5.11 Broken Rostered Periods of Duty

5.11.1 Where practicable there will be no broken rostered periods of duty and the hours to be worked will be arranged so that the continuity of work of the facility will not be interfered with.

5.11.2 Broken rostered periods of duty will only be worked where there is mutual agreement between the Employer and the employee. When such a duty period is rostered a total of 10 hours only will be worked. One period of the broken period of duty will be a minimum of 2 hours with only one break between duty period portions exclusive of meal times and will be worked within a spread of 16 hours.

5.12 Averaging Arrangements

5.12.1 The thirty-eight (38) ordinary hours of work for a full time employee can be averaged over a period of up to four (4) weeks, where agreed in advance in writing between Mater and the employee. This agreement will be known as an Averaging Arrangement. For clarity, only hours worked in excess of the ordinary hours contained in the averaging arrangement will be paid as overtime in accordance with clause 5.12 (Overtime).

5.13 Shift Penalties

5.13.1 Penalty rates for early/late work, afternoon, night and weekends will be paid where the shift meets the following definitions:

Shift	Definition	Penalty or Allowance
Early Work	Means ordinary work performed Monday to Friday before 06:00 which does not qualify as a Night shift as defined below.	15% penalty for the hours worked before 06:00.
Late Work	Means ordinary work performed Monday to Friday after 18:00 which does not qualify as either an Afternoon or Night Shift as defined below.	15% penalty for the hours worked after 18:00.
Afternoon	Means any shift worked Monday to Friday commencing on/or after 12:00 and finishing after 18:00.	15% penalty paid for the entire shift.
Night	Means any shift worked Monday to Friday commencing on/or after 18:00 or before 06:00 the following day, at least 50% of which is worked before 08:00.	17.5% penalty paid for the entire shift or until 00:00 Saturday (at which time the Saturday penalty below will apply).
Saturday	All ordinary time worked between 00:00 Saturday and 23:59 Saturday.	50% penalty.
Sunday	All ordinary time worked between 00:00 Sunday and 23:59 Sunday.	100% penalty.

5.13.2 Roster arrangements should not be implemented in a way that is designed to avoid the payment of shift penalties. For example, shifts should not be rostered to commence at 11.30am for the purpose of avoiding the afternoon shift penalty payment.

5.14 Overtime

5.14.1 An employee who is duly authorised by their Manager to perform work:

- (a) in excess of the thirty-eight (38) ordinary hours per week where Averaging Arrangements in accordance with clause 5.10 (Averaging Arrangements) have not been implemented; or
- (b) where an Averaging Arrangement has been implemented, hours in excess of

those specified in accordance with the arrangement in clause 5.10 (Averaging Arrangements) (for example 152 hours over four (4) weeks); or

- (c) in excess of ten (10) hours per day unless twelve (12) hours shifts have been introduced pursuant to clause 5.5 (12 Hour Shift); or
- (d) in excess of their rostered ordinary hours in the case of employees working ADO arrangements pursuant to clause 5.7 (Accrued Days Off);

will be paid for such excess hours as follows:

- (a) Monday to Saturday – time and one-half for the first three (3) hours and double time thereafter, except for Shift Workers in receipt of the extra week annual leave, who will be paid for overtime at the rate of double time;
- (b) Sunday – double time;
- (c) Public holidays – double time and one-half;
- (d) Accrued Day Off – will be paid for such work at the rate of time and a half for the first three (3) hours and double time thereafter with a minimum payment of two (2) hours.

5.14.2 A minimum payment of two (2) hours work applies to all overtime worked on a Saturday or a Sunday except for when the overtime is performed immediately preceding and/or following an ordinary rostered shift.

5.15 Time off in lieu

5.15.1 An employee who performs overtime work may, as an alternative to being paid in accordance with clause 5.12 (Overtime) and subject to agreement between Mater and the employee, accrue time off equivalent to the number of hours worked in lieu of payment for such overtime. Any agreement by Mater to a request to accrue time off as an alternative to being paid overtime will be based on business requirements including the ability to be able to provide the time off at a later date in accordance with clause 5.13.2.

5.15.2 Accrual of such time will be to a maximum of twenty-four (24) hours and must be taken in periods mutually agreed between Mater and the employee within three (3) months of accrual.

5.16 Breaks

5.16.1 Unpaid Meal Breaks

- (a) 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.

- (b) An employee who works not more than six (6) hours may elect to forgo the meal break, with the consent of their manager.
- (c) The time of taking the meal break may be varied by agreement between Mater and the employee.
- (d) 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.

5.16.2 Paid Meal Break

- (a) If an employee is unable to take their meal break for operational reasons, the employee must take reasonable attempts to discuss the situation with their relevant Manager or the delegated person in charge, in advance of their required meal break time. 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 or a management decision is not able to be reasonably obtained), the employee will receive a paid meal break at the employee's ordinary rate of pay for the duration of the untaken meal break.

5.16.3 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 of four (4) hours worked, to be taken, where possible, at a time so as to not unduly interfere with the provision of service .
- (b) Subject to agreement between Mater and the employee, where the shift length is eight (8) hours or more, such breaks may alternatively be taken as one (1) twenty (20) minute tea break.
- (c) Tea breaks will count as time worked.

5.16.4 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 as prescribed at clause 5.16.4(e) below.
- (b) An employee who works overtime on a rostered day off will, after a period of 5 hours overtime, receive a paid meal break and be paid a meal allowance as prescribed at clause 5.16.4(e) below.
- (c) In addition to the allowance and breaks provided in both 5.16.4(a) and 5.16.4(b), for every additional four (4) hours of overtime worked an employee will be paid a further meal allowance as prescribed at clause 5.16.4(e) below and a half hour paid meal break.
- (d) The employee will not be eligible to receive a meal allowance where Mater provides an adequate meal.
- (e) Meal allowance whilst on overtime:

First full pay period on or after:		
1 September 2022	1 September 2023	1 September 2024
\$10.52	\$10.95	\$11.27

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.

6.2 Recognition of Accredited Qualifications

- 6.2.1 This clause does not apply to Qualified Anaesthetic Technicians.
- 6.2.2 Eligibility for Payment of OO2.5 Increment
 - (a) From the date of operation of this Agreement, an employee is only eligible to progress from OO2.4 to OO2.5 if the employee has been at classification level OO2.4 for 12 months or more and obtained AQF Certificate III.
 - (b) An employee who was eligible and progressed to OO2.5 prior to the date of operation of this Agreement will maintain that increment level.
- 6.2.3 Eligibility and Payment of Qualification Allowance
 - (a) The parties are committed to the training and development opportunities for employees. The Qualification Allowance is payable to employees who are engaged at classification Level 2, 3 or 4. employees who are engaged at classification Level 5 and above are not eligible for the allowance.
 - (b) The Qualification Allowance is payable to an employee who has been at the following classification levels for 12 months or more and obtained the relevant qualification:

Classification n Level	Qualification	First full pay period on or after		
		1 September 2022	1 September 2023	1 September 2024
OO2.5	AQF Certificate III	\$30.95	\$32.19	\$33.15
OO3.4	AQF Certificate IV	\$59.70	\$62.08	\$63.95
OO4.4	AQF Level V (Diploma)	\$61.64	\$64.11	\$66.03

- (c) The allowance is paid on a fortnightly basis for ordinary hours worked or paid leave taken. The allowance is not included in calculations of overtime, recall, shift penalties and leave loading.
- (d) Part time employees will be paid on a pro rata basis.
- (e) Payment of the fortnightly allowance will commence from the date that the employee submits an application for the Qualification Allowance that is subsequently approved, rather than the date that the qualification is obtained.

PART 7 – ON CALL

7.1 On Call Allowance

- 7.1.1 Employees who are instructed to be on call outside ordinary or rostered working hours will receive an allowance as per the table below:

On call period	First full pay period on or after		
	1 September 2022	1 September 2023	1 September 2024
The whole of a Rostered Day Off, an Accrued Day Off or on a public holiday	\$41.50 per day	\$43.16 per day	\$44.45 per day
During the night only of a Rostered Day Off, an Accrued Day Off or public holiday	\$26.21 per night	\$27.26 per night	\$28.07 per night
Any other night	\$20.75 per night	\$21.58 per night	\$22.23 per night

- 7.1.2 For the purpose of this clause, a 'night' consists of those hours falling between 19:00 and 06:00 or hours mainly between such times.
- 7.1.3 Where practicable Mater must not require an employee to be rostered on-call for a period in excess of six (6) consecutive weeks.

PART 8 – RECALL

8.1 Recall Payment

8.1.1 For the time that an employee on call in accordance with clause 7.1 (On Call) is recalled to perform duties, the employee is entitled to:

- (a) For a recall Monday to Friday requiring attendance at Mater, payment at the prescribed overtime rate for the time worked, with a minimum payment of two (2) hours. If the employee is required to again perform duties within that two (2) hour period, no further minimum payment will apply.
- (b) For a recall Saturday or Sunday requiring attendance at Mater, payment at the prescribed overtime rate for the time worked with a minimum payment of 2 hours, or at the employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. If the employee is required to again perform duties within that two (2) hour period, no further minimum payment will apply.
- (c) Notwithstanding clause 8.1.1 (a) and (b) above, where an employee covered by this Agreement is recalled to work alongside a nurse or midwife employed by Mater, the employee will receive a minimum payment of three (3) hours. This provision is intended to apply to orderlies being recalled for emergency purposes. If this employee is required to again perform duties within that three (3) hour period, no further minimum payment will apply.
- (d) In the case of public holidays an employee is entitled to a minimum payment 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.
- (e) Recall time is to be calculated from the employee's place of residence back to the employee's place of residence.

8.1.2 Any overtime payable to employees placed on call is in addition to the on call allowance.

8.2 Telephone Recall/Remote Access Recall

8.2.1 An employee on call who is required to perform duties without the need to leave the employee's place of residence 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 Recall when not Rostered On Call

- 8.3.1 An employee not on-call, who is recalled to Mater to perform work after completing ordinary duty, or whom is recalled at least 2 hours prior to commencing ordinary duty will be paid at overtime rates with a minimum payment of 2 hours.

8.4 Transport when performing Recall

- 8.4.1 Where an employee (whether on call or not) is instructed to be recalled to perform work to provide a service during an off period, 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 travel fares or may submit a claim for reimbursement of kilometres travelled in accordance with the rates prescribed by the Australian Taxation Office.

PART 9 – OTHER ALLOWANCES

9.1 Uniform and Laundry Allowance

9.1.1 Uniforms

- (a) At the discretion of Mater, an employee required by Mater to wear a uniform will be:
- (i) supplied with uniforms of good quality in the first year of service in accordance with Mater policy with replacement uniforms provided in subsequent years by Mater on a fair wear and tear basis; or
 - (ii) a uniform allowance as provided below or a pro rata equivalent in the first year of service and an allowance as provided below per annum or a pro rata equivalent amount during subsequent years in the case of a Full-time employee.

	First full pay period on or after		
	1 September 2022	1 September 2023	1 September 2024
Uniform Allowance – first year of service	\$214.24	\$222.81	\$229.49
Uniform Allowance – subsequent years of service	\$131.04	\$136.28	\$140.37

- (b) Uniforms provided by Mater in accordance with clause 9.1.1 (a)(i) will remain

the property of Mater and must be returned to Mater, by the employee, upon Termination of employment.

- (c) The following applies to the payment of the uniform allowance outlined in clause 9.1.1(a)(ii):
- (i) Part-time and Casual employees will be paid a pro rata allowance in their first and subsequent years of service.
 - (ii) The uniform allowance will be paid during all periods of paid leave.
 - (iii) The uniform allowance will no longer be paid if, during the life of this Agreement, there is a change to the provision of uniforms by Mater and the employee is provided with uniforms in accordance with clause 9.1.1(a)(i) and is therefore no longer required to purchase their own uniform.
 - (iv) Employees not required by Mater to wear a uniform are not entitled to receive a uniform allowance.

9.1.2 Laundry Allowance

- (a) A full-time employee required by Mater to wear a uniform will be paid a laundry allowance as provided below and a pro rata amount will be paid to part-time and casual employees. The laundry allowance is payable on all time worked as well as on Accrued Days Off and time off in lieu of overtime. The laundry allowance is not payable on any periods of paid or unpaid leave.

First full pay period on or after		
1 September 2022	1 September 2023	1 September 2024
\$2.92	\$3.04	\$3.13

- (b) Employees not required by Mater to wear uniforms are not entitled to receive a laundry allowance.

9.2 X-Ray Allowance

- 9.2.1 Anaesthetic Technicians and Theatre Assistants who are required by Mater to wear a lead apron whilst an x-ray is being performed by a qualified operator and are not able to leave the Operating Theatre whilst the x-ray is being taken will be entitled to payment of the x-ray allowance.
- 9.2.2 Where Anaesthetic Technicians and Theatre Assistants wear a lead apron on at least one (1) occasion per week as prescribed in clause 9.2.1, they will be entitled to the

weekly allowance as per the following table:

First full pay period on or after		
1 September 2022	1 September 2023	1 September 2024
\$10.67	\$11.10	\$11.43

9.3 Heat and Cold Allowance

- 9.3.1** Where employees are required to work in areas – excluding sewing room, CSSD, lunch room and office – for a minimum of one continuous hour where the inside temperature throughout the workplace is in excess, or equivalent to, 36 degrees Celcius or in artificially reduced temperatures of 2 degree or less they will receive an additional amount as per the following table:

First full pay period on or after		
1 September 2022	1 September 2023	1 September 2024
\$4.47	\$4.65	\$4.79

- 9.3.2** It will be the responsibility of the Employer to ascertain the temperature and subsequently approve such payment.
- 9.3.3** The introduction of this clause will replace any other arrangements in place prior to the operation of this Agreement.
- 9.3.4** Refer to clause 6.7 for further conditions relating to heated working conditions.

9.4 Foul Linen Allowance

- 9.4.1** Employees who are required to collect and transport or are required to directly contact linen of a foul nature other than linen bagged or packed in containers will be paid an additional amount as per the below table per day or part thereof in addition to their base rate of pay. For the purpose of this clause, the term "foul linen" means foul linen which has not previously been rinsed or washed outside the laundry that contains body excrement/fluid of a nature or quantity which makes it offensive to a reasonable employee.

First full pay period on or after		
1 September 2022	1 September 2023	1 September 2024
\$1.22	\$1.27	\$1.30

PART 10 – TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

10.1 Travelling Expenses

- 10.1.1 An eligible employee who is required to travel on official duty or to take up duty away from the employee's usual place of work is allowed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.
- 10.2.1 Where an employee is required to use a private vehicle for official business purposes he or she is entitled to claim an allowance based on kilometres travelled in accordance with the rates prescribed by the Australia Taxation Office.

10.2 Excess Travelling Time

- 10.3.1 Where, at the direction of the Mater, an employee is required to travel away from Mater on official business, at times outside of their ordinary hours of duty, they 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).

PART 11 – WORKPLACE HEALTH AND SAFETY

11.1 Workplace Health and Safety Process

- 11.1.1 Mater recognises the importance of work health and safety and is committed to providing a healthy and safe workplace. Mater's commitment is achieved by promoting excellence in employee health, safety, and wellbeing, by implementing a best practice approach while seeking continuous improvement.
- 11.1.2 Mater has policy and procedures that support employee health and safety. Mater procedures cover a wide range of topics, including risk management, reporting and management of safety incidents and near misses, work health and safety training, and health and safety roles and responsibilities.
- 11.1.3 Mater will support the role of Health and Safety Committees and the important role of health and safety representatives. Mater recognises Work Health and Safety Act obligations to establish Health and Safety Committees where required by this Act.

11.2 Fatigue Leave and Payment

- 11.2.1 Where an employee is required to work overtime immediately after one shift so that there is not ten (10) consecutive hours off between the completion of the overtime and the commencement of the following 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.
- 11.2.2 If, on the instructions of the employee's Manager, the employee resumes or continues work without having had ten (10) consecutive hours off duty, the employee must be paid an additional 100% until released from duty for such period, and will then be entitled to be absent until ten (10) consecutive hours off duty have occurred without loss of pay for all ordinary working time occurred during such absence.
- 11.2.3 For employees who are rostered to perform on call, fatigue leave or fatigue payment will only apply where an employee has actually worked in excess of two (2) hours of recall (including travelling time). For clarity, this clause only applies for the time where work is physically performed by the employee.

PART 12 – UNION RELATED MATTERS

12.1 Workplace Representatives and Union Delegates

- 12.1.1 Mater recognises the role of Unions and 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 work 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 Mater staff/Union.
 - (b) Attendance at staff consultative forums and any pre/post staff consultative forum meeting or Union caucus on that same day.
 - (c) Attend meetings with other employees as their nominated support person 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 Policy 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 Union 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. For Union conferences, an application should be made at least twelve (12) weeks prior to the commencement of the conference.

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 Policy.

PART 14 – LEAVE RESERVED/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 – WAGES SCHEDULE

	First full pay period on or after								
	1 September 2022			1 September 2023			1 September 2024		
Operational Employees									
Description	Hourly Rate	Per Fortnight	Per Annum	Hourly Rate	Per Fortnight	Per Annum	Hourly Rate	Per Fortnight	Per Annum
Anaesthetic Tech Diploma									
Anaesthetic Tech Diploma Lvl 1	\$ 38.04	\$ 2,891.37	\$ 75,434	\$ 39.57	\$ 3,007.02	\$ 78,451	\$ 40.75	\$ 3,097.24	\$ 80,805
Anaesthetic Tech Diploma Lvl 2	\$ 39.31	\$ 2,987.76	\$ 77,949	\$ 40.89	\$ 3,107.27	\$ 81,066	\$ 42.11	\$ 3,200.49	\$ 83,498
Anaesthetic Tech Diploma Lvl 3	\$ 41.72	\$ 3,170.68	\$ 82,721	\$ 43.39	\$ 3,297.51	\$ 86,030	\$ 44.69	\$ 3,396.43	\$ 88,611
Anaesthetic Tech Diploma Lvl 4	\$ 42.87	\$ 3,258.44	\$ 85,010	\$ 44.59	\$ 3,388.78	\$ 88,411	\$ 45.93	\$ 3,490.44	\$ 91,063
Anaesthetic Tech Diploma Lvl 5	\$ 44.04	\$ 3,346.70	\$ 87,313	\$ 45.80	\$ 3,480.56	\$ 90,805	\$ 47.17	\$ 3,584.98	\$ 93,530
Anaesthetic Tech Diploma Lvl 6	\$ 45.19	\$ 3,434.08	\$ 89,593	\$ 46.99	\$ 3,571.45	\$ 93,177	\$ 48.40	\$ 3,678.59	\$ 95,972
Operational Officer - Lvl 1									
Operational Officer - Lvl 1.1	\$ 21.30	\$ 1,618.72	\$ 42,231	\$ 22.15	\$ 1,683.48	\$ 43,921	\$ 22.82	\$ 1,733.98	\$ 45,238
Operational Officer - Lvl 1.2	\$ 22.62	\$ 1,719.18	\$ 44,852	\$ 23.53	\$ 1,787.95	\$ 46,646	\$ 24.23	\$ 1,841.59	\$ 48,046
Operational Officer - Lvl 1.3	\$ 23.95	\$ 1,820.26	\$ 47,489	\$ 24.91	\$ 1,893.07	\$ 49,389	\$ 25.66	\$ 1,949.86	\$ 50,871
Operational Officer - Lvl 1.4	\$ 25.32	\$ 1,924.17	\$ 50,200	\$ 26.33	\$ 2,001.13	\$ 52,208	\$ 27.12	\$ 2,061.17	\$ 53,774
Operational Officer - Lvl 1.5	\$ 26.69	\$ 2,028.57	\$ 52,924	\$ 27.76	\$ 2,109.71	\$ 55,041	\$ 28.59	\$ 2,173.01	\$ 56,692
Operational Officer - Lvl 1.6	\$ 28.07	\$ 2,133.57	\$ 55,663	\$ 29.20	\$ 2,218.92	\$ 57,890	\$ 30.07	\$ 2,285.49	\$ 59,627
Operational Officer - Lvl 2									
Operational Officer - Lvl 2.1	\$ 28.45	\$ 2,162.42	\$ 56,416	\$ 29.59	\$ 2,248.92	\$ 58,673	\$ 30.48	\$ 2,316.39	\$ 60,433
Operational Officer - Lvl 2.2	\$ 29.08	\$ 2,209.77	\$ 57,651	\$ 30.24	\$ 2,298.16	\$ 59,957	\$ 31.15	\$ 2,367.10	\$ 61,756
Operational Officer - Lvl 2.3	\$ 29.72	\$ 2,258.69	\$ 58,928	\$ 30.91	\$ 2,349.03	\$ 61,285	\$ 31.84	\$ 2,419.51	\$ 63,123
Operational Officer - Lvl 2.4	\$ 30.36	\$ 2,307.13	\$ 60,191	\$ 31.57	\$ 2,399.42	\$ 62,599	\$ 32.52	\$ 2,471.40	\$ 64,477
Operational Officer - Lvl 2.5	\$ 30.85	\$ 2,344.72	\$ 61,172	\$ 32.09	\$ 2,438.51	\$ 63,619	\$ 33.05	\$ 2,511.66	\$ 65,528
Operational Officer - Lvl 3									
Operational Officer - Lvl 3.1	\$ 30.99	\$ 2,355.07	\$ 61,442	\$ 32.23	\$ 2,449.28	\$ 63,900	\$ 33.19	\$ 2,522.76	\$ 65,817
Operational Officer - Lvl 3.2	\$ 31.24	\$ 2,374.30	\$ 61,944	\$ 32.49	\$ 2,469.27	\$ 64,422	\$ 33.47	\$ 2,543.35	\$ 66,354
Operational Officer - Lvl 3.3	\$ 31.77	\$ 2,414.61	\$ 62,995	\$ 33.04	\$ 2,511.19	\$ 65,515	\$ 34.03	\$ 2,586.53	\$ 67,481
Operational Officer - Lvl 3.4	\$ 32.37	\$ 2,460.09	\$ 64,182	\$ 33.66	\$ 2,558.49	\$ 66,749	\$ 34.67	\$ 2,635.25	\$ 68,752
Operational Officer - Lvl 4									
Operational Officer - Lvl 4.1	\$ 33.60	\$ 2,553.90	\$ 66,629	\$ 34.95	\$ 2,656.05	\$ 69,294	\$ 36.00	\$ 2,735.73	\$ 71,373
Operational Officer - Lvl 4.2	\$ 34.64	\$ 2,632.90	\$ 68,691	\$ 36.03	\$ 2,738.22	\$ 71,438	\$ 37.11	\$ 2,820.37	\$ 73,581
Operational Officer - Lvl 4.3	\$ 35.74	\$ 2,716.10	\$ 70,861	\$ 37.17	\$ 2,824.75	\$ 73,696	\$ 38.28	\$ 2,909.49	\$ 75,907
Operational Officer - Lvl 4.4	\$ 36.85	\$ 2,800.53	\$ 73,064	\$ 38.32	\$ 2,912.55	\$ 75,986	\$ 39.47	\$ 2,999.93	\$ 78,266
Operational Officer - Lvl 5									
Operational Officer - Lvl 5.1	\$ 37.85	\$ 2,876.59	\$ 75,048	\$ 39.36	\$ 2,991.66	\$ 78,050	\$ 40.54	\$ 3,081.40	\$ 80,392
Operational Officer - Lvl 5.2	\$ 39.14	\$ 2,974.69	\$ 77,608	\$ 40.71	\$ 3,093.68	\$ 80,712	\$ 41.93	\$ 3,186.49	\$ 83,133
Operational Officer - Lvl 5.3	\$ 40.43	\$ 3,072.93	\$ 80,171	\$ 42.05	\$ 3,195.85	\$ 83,377	\$ 43.31	\$ 3,291.73	\$ 85,879
Operational Officer - Lvl 5.4	\$ 41.72	\$ 3,170.67	\$ 82,721	\$ 43.39	\$ 3,297.50	\$ 86,029	\$ 44.69	\$ 3,396.42	\$ 88,610
Operational Officer - Lvl 6									
Operational Officer - Lvl 6.1	\$ 43.60	\$ 3,313.65	\$ 86,451	\$ 45.34	\$ 3,446.20	\$ 89,909	\$ 46.71	\$ 3,549.58	\$ 92,606
Operational Officer - Lvl 6.2	\$ 44.77	\$ 3,402.76	\$ 88,776	\$ 46.56	\$ 3,538.88	\$ 92,327	\$ 47.96	\$ 3,645.04	\$ 95,097
Operational Officer - Lvl 6.3	\$ 45.97	\$ 3,493.38	\$ 91,140	\$ 47.80	\$ 3,633.11	\$ 94,785	\$ 49.24	\$ 3,742.10	\$ 97,629

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

Anaesthetic Technician
Operating Theatre Assistant
Plaster Technician
Personal Carer
Baby Care Assistant
Health Worker
Welfare Officer
Aboriginal and Torres Strait Islander Liaison Officer
Room Service Representative
Audiology Assistant
Nutrition Assistant
Physiotherapy Assistant
Social Work Assistant
Therapy Assistant
Massage Therapist
Operational Officer
Pathology Assistant
Pathology Courier
Phlebotomist
Laboratory Assistant
Recruit and Collection Officer (Pathology)
Pharmacy Assistant
Pharmacy Technician
Scientific Assistant
Chef
Cook
Production Assistant
Food Services Attendant
Orderly (Ward Services Assistant)
Housekeeper
Waste Service Assistant
Courier Driver
Clinical Equipment Loan Officer
Logistics Assistant
Storeperson
Inventory Controller
Imprest Officer
Security Officer
Car Park Attendant

Supervisors / Team Leaders / Co-ordinators of the above mentioned roles

*Excludes any senior leadership roles as defined in Schedule Three.

SCHEDULE THREE – WORK LEVEL STATEMENTS

For the sake of clarity, these work level statements do not apply to senior leadership roles in the organisation. Senior leadership roles are defined as those that report to a Director and have accountability for a budget and/or resources.

Level 1

Work Level Description

Training, both on and off the job, is a dominant feature of this level.

Characteristics of the Level

Work at this level is performed under close supervision and direction following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement in the selection of appropriate means to complete the work assignment. Limited responsibility exists for the final outcome.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Direct guidance is given when problems arise.

Positions at this level have no supervisory responsibility.

Duties and Skills

Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests. There is only limited scope for interpretation.

Level 2

Work Level Description

Positions at this level involve the delivery of operational services whose work routines, methods, and procedures are clearly established and there is limited scope for deviation.

Training, both on and off the job, is often a dominant feature of this level.

Characteristics of the Level

Work may initially be performed under close supervision by a more experienced officer; however, this supervision is expected to reduce as experience increases. Employees at this level may operate individually or as a member of a project team within a work group.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Positions at this level may have limited supervisory responsibilities with more experienced employees assisting new employees by providing guidance and advice.

Duties and Skills

Positions at this level may involve an employee in a range of activities including the performance of non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions.

Duties may include field support or regulatory inspection activities and data collection and recording.

Employees at this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills not requiring trade or equivalent qualifications are required in order to safely and effectively operate basic machinery to perform routine and standard functions, and organise duties across a working day to meet regular work load requirements.

Level 3

Work Level Description

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the department's or the division's functions coupled with detailed knowledge of the work units' operations, practices and procedures is necessary for competent performance.

Characteristics of the Level

Employees at this level work under general direction and undertake a range of functions which may require the application of trade based skills and experience or the practical application of a high level of skills.

Employees at this level may operate individually or as a member of a project team within a work group.

Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

Duties and Skills

Work at this level requires a sound knowledge of the department's functions and the requirements of the discipline.

A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of subordinate employees, responsibility of quality of output of the workgroup, in relation to subordinates.

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

Duties at this level may include application of trade based skills or equivalent involving field work, design/modification of equipment, research projects, support services and the collating and analysis of specimens or data.

Level 4

Work Level Description

Work at this level requires specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work groups or functions, or departments.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multi-disciplinary unit.

Characteristics of the Level

Work is performed either independently with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the positions normal span of activity.

There is scope for the exercise of initiative in the application of established work practices and procedures.

Duties and Skills

Duties include the supervision of a work group or function, or department, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgment may be required in the determining solutions to problems.

Level 5

Work Level Description

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

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

Management of large work groups may be a factor.

Characteristics of the Level

Employees at this level are subject to limited direction and may exercise managerial responsibility for a large and complex work program.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

Duties and Skills

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

Managerial responsibility includes training of team members, co-ordination of workflow processes, responsibility for quality of output of the work unit and the ability to apply human resources and workplace health and safety policies.

Levels 6

Work Level Description

Work at this level requires specialised knowledge and may be undertaken autonomously.

These are managerial levels and may include responsibility for large and complex work groups.

Characteristics of the Level

Responsibilities at these levels will reflect the size and complexity of departmental operations and will normally entail significant independence of action in the allocation of resources within constraints imposed by management.

Work is performed under limited direction with a significant degree of discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Duties and Skills

Duties at this level reflect the independent operation of the employee and may involve significant allocation of resources.

Management of work units may include prioritising work, training team members monitoring of workflow and setting of local strategic plans. Assessment and review of the standard of work of their team is also a requirement of this level.

Work at this level requires a knowledge and awareness of departmental/divisional operations as well as detailed knowledge of major activities of the work unit.

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

SIGNATORIES

Signed for and on behalf of Mater Misericordiae Limited:

Print Name: Ms Angela Bissell

Signature:



Authority to Sign: Acting Group Chief Executive

Address: Mater Newstead, L10, 14 Stratton Street, Newstead QLD 4006

Date: 19 September 2023

In the presence
of:

Ms Kate Davison, Executive Support Officer



Signed for and on behalf of The Australian Workers' Union

Print Name:

Signature:

Authority to Sign:

Address:

Date:

In the presence
of:

Signed for and on behalf of the United Workers' Union:

Print Name:

Godfrey Moase

Signature:



Authority to Sign:

Director

Address:

833 Bourke Street DOCKLANDS VIC 3008

Date:

20 September 2023

In the presence
of:

Yasmin Green

Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union, Queensland Together Branch:

Print Name: ALEX SCOTT

Signature: 

Authority to Sign: Branch Secretary

Address: 4/43 Peel St SOUTH BRISBANE

Date: 21/9/23

In the presence of: Nicole Hipkin

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/3430

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 Operational Employee Enterprise Agreement* ("the Agreement"):

1. It is intended that where an employee requests the approval of long service leave at half pay (clause 4.5.6), 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.
 - a. Where an application for long service leave at half pay is accepted, Mater will agree to average the unpaid portion of the leave period over the full period.
2. It is intended that where an employee requests the approval of annual leave at half pay (clause 4.6.4), 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.
 - a. Where an application for annual leave at half pay is accepted, Mater will agree to average the unpaid portion of the leave period over the full period.
3. In relation to Part-time employees:
 - a. *Before commencing employment, Mater and the employee will 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 and recorded in writing.*
4. For the avoidance of doubt, employees who as of 31 August 2022, are in receipt of a base hourly rate that is greater than the base hourly rate for the appropriate

classification under the *Mater Operational Employees' Enterprise Agreement 2017- 2019* will maintain the same dollar differential throughout the life of this agreement.

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

Signature:

A handwritten signature in blue ink, appearing to read 'J. Zureel', is written over a horizontal line.

Date

7 November 2023