

Mater Maintenance Services Enterprise Agreement 2026

Explanation of Terms

This document identifies the terms contained within the *Mater Maintenance Services Enterprise Agreement 2026 (Proposed Agreement)* and is to assist you in understanding these terms. Once successfully voted on by eligible employees and approved by the Fair Work Commission, the Proposed Agreement will replace the nominally expired Mater Maintenance Services Enterprise Agreement 2023 (AG2024/1256).

This document has been prepared for Maintenance Services employees, employed by Mater Misericordiae Limited (**Mater**).

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

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

You can access the Proposed Agreement, as well as the expired agreement, at <https://www.mater.org.au/maintenanceea>.

Mandatory Terms

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

- **Flexibility Term (1.9)**
- **Consultation (13.1), (13.2) and (13.3)**
- **Prevention and Settlement of Disputes (13.5)**

Even if the Proposed Agreement did not include the above clauses, these clauses are taken to be terms of the agreement. These clauses are based on the model clauses outlined in the Act.

The **Prevention and Settlement of Disputes** clause outlines the process for the resolution of disputes arising about a National Employment Standards (NES) matter, or a provision of the Proposed Agreement.

Employees and Mater may agree to make an individual flexibility arrangement (IFA) to vary the effects of terms identified in clause 1.9 under the **Flexibility Term**.

Consultation outlines the commitment to consultation principles and the process of consultation in the event of a major change, change to regular rosters or change to ordinary hours of work.

Part 1 – Preliminary Matters

Title (1.1)

The Proposed Agreement will be known as *Mater Maintenance Services Enterprise Agreement 2026*.

Date and Period of Operation (1.2) and Renewal or Replacement of Agreement (1.3)

The Proposed Agreement will commence seven (7) days after Fair Work Commission approval with a nominal expiry date of 31 August 2028.

Parties will aim to commence negotiations for a replacement agreement three (3) months prior to the nominal expiry date.

Relationships with Awards, Agreements and Other Conditions (1.4)

The Proposed Agreement replaces *Mater Maintenance Services Enterprise Agreement 2023 (AG2024/1256)* and is a comprehensive agreement that replaces all other awards, previous orders of the Fair Work Commission or industrial agreements that would otherwise apply to employees covered by the agreement, save that it does not exclude laws dealing with long service leave, occupational health and safety and workers' compensation.

National Employment Standards (1.4.3)

National Employment Standards (NES) are a set of minimum employment entitlements set out in the *Fair Work Act 2009 (Cth)*. They apply to all national system employees in Australia, regardless of award or enterprise agreement.

This Proposed Agreement is to be read and interpreted in conjunction with the National Employment Standards (NES) contained in the *Fair Work Act 2009 (Cth)*. Where there is an inconsistency between the Proposed Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Coverage (1.5)

The Proposed Agreement covers:

- Mater
- Employees employed by Mater, as at the time the Agreement becomes operational, who are covered by the classifications set out in Schedule Four (Generic Work Level Statements).
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers Union (AMWU).
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Electrical, Energy and Services Division (ETU)
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia – Plumbing Division (PPTEU)
- Construction, Forestry, Maritime and Energy Union (CFMEU)

Objectives of the Agreement (1.6)

The objectives of the Proposed Agreement outline the parties' commitment to health services, industrial relations, patients, the workforce and providing fair remuneration and conditions.

Posting of the Agreement (1.7)

The posting of the agreement stipulates that the agreement will be available on the Mater Intranet, to provide easy access for all employees covered by the agreement.

Definitions (1.8)

Provides definitions for a selection of words or terminologies used in the Proposed Agreement to assist in understanding the meaning of clauses.

Part 2 – Types of Employment

Confirmation of Employment (2.1)

The Proposed Agreement outlines information that will be contained in a letter of appointment prior to commencement of employment with Mater.

Full Time Employees (2.2)

The Proposed Agreement provides a definition for full time employment (engaged to work 38 hours per week, in accordance with the Hours of Work).

Part Time Employees (2.3)

The Proposed Agreement provides a definition for part time employment (engaged to work fewer than 76 hours per fortnight) and outlines general terms and conditions that relate specifically to part time employment.

Part time employees can request or mutually agree to additional hours of work beyond their rostered shifts to be paid at ordinary rates. If directed by Mater to work additional hours, or if mutually agreed by Mater and the employee then these hours will be paid at overtime rates.

Casual Employees (2.4)

The Proposed Agreement provides a definition for casual employment (engaged to work on an hourly basis for less than a full-time employee) and outlines general terms and conditions that relate specifically to casual employment.

The agreement introduces an increase to casual loading of 25% (from 23% in current agreement).

Temporary Employees (2.5)

The Proposed Agreement explains the engagement of temporary employees to meet a temporary circumstance and provides specific conditions for temporary employees.

Part 3 – Wages and Related Matters

Wage Increases (3.1 & Schedule One)

The wage increases in the Proposed Agreement are as follows:

- **3.0%** from the first full pay period on or after **1 September 2025** (backdated);
- **2.5%** from the first full pay period on or after **1 September 2026**;
- **2.5%** from the first full pay period on or after **1 September 2027**;

The wage rates are outlined in Schedule One of the Proposed Agreement and a copy is at the end of this document.

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

If the vote is successful, all employees covered by the Proposed Agreement and employed at the time the Proposed Agreement comes into operation will receive relevant back pay to the first full pay cycle of September 2025.

Classification Levels (3.2), Appointments to Classification Levels (3.3), Progression within Classification Levels (3.4), Generic Work Level Statements (Schedule Four), Movement Between Levels (3.5)

The Proposed Agreement outlines employee classifications from Level 1 – Level 7, with minimum appointment based on required and relevant qualifications and criteria.

Increment progression is to occur at twelve (12) months for full-time employees and 1976 hours (equivalent to twelve (12) months full-time) for part-time and casual employees. Increment progression for Apprentices is explained in Part 11.

The effect of this clause is to define the criteria used to classify each position that falls within the scope of the Mater Maintenance Services Employee's Agreement.

Higher Duties (3.6)

The Proposed Agreement outlines that where an employee is appointed by Mater to temporarily act in a higher position as a Trade Group Manager (TGM) the employee will be paid at pay point 1 of the higher classification level where they have been appointed for a period of five (5) or more days.

Similarly, the Proposed Agreement outlines that where an employee is appointed by Mater to temporarily act in a higher position as a Trade Group Coordinator, the employee will be paid at pay point 1 of the higher classification level of that higher level where they have been appointed for at least one (1) full day or one (1) complete shift.

The effect of this clause is to provide the minimum time that is required for an employee to act in higher duties before they will become eligible for a higher duties' payment. The time required will differ depending on the level of the position the employee is acting up in.

Payment of Wages (3.7)

The agreement outlines that wages will be paid fortnightly by electronic transfer, payment by other means will be at the discretion of Mater.

The agreement notes that the hourly rates are the actual wages paid and the other rates shown are for information purposes only.

Superannuation (3.8)

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

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

Salary Sacrificing (3.9)

The Proposed Agreement provides the option for eligible employees to salary sacrifice a portion of their salary, in accordance with Mater Policy and applicable legislation.

Overpayment (3.10)

The Proposed Agreement includes a statement that overpayments (payments in excess of the entitlements contained within the agreement) can be recovered by Mater in accordance with Mater Policy.

Part 4 – Allowances

The allowance rates are outlined in Schedule Two (Allowances) of the Proposed Agreement and a copy is at the end of this document.

Allowance Increases (4.1)

All allowances prescribed for by the Proposed Agreement, will be effective upon the date of operation of the agreement and not before, unless specified in the agreement.

Uniforms (4.2)

The Proposed Agreement states all employees are required to wear a uniform and it is Mater's intention to supply uniforms.

Laundry Allowance (4.3)

The Proposed Agreement includes provision of a laundry allowance for the launder of Mater issued uniforms. The weekly allowance amount is paid in full to full time employees and a pro rata allowance for part time employees. Casual employees are not entitled to a laundry allowance.

If Mater provides a laundry service for the launder of uniforms at no cost to employees, then the laundry allowance is not payable.

The allowance rate is increased over the life of this agreement as set out below.

Laundry Allowance		
First full pay period on or after approval of the Agreement by FWC	First full pay period on or after 1 September 2026	First full pay period on or after 1 September 2027
\$1.60	\$1.64	\$1.68

Unpleasant Conditions Allowance (4.4)

The Proposed Agreement provides an allowance for employees required to work in unpleasant conditions as follows:

An employee who is required to work in unpleasant conditions will be paid an allowance of 50% of their base hourly rate for the actual time / period of direct contact (no minimum period will apply). Sewerage, live sewer and unpleasant conditions are defined within the Proposed Agreement.

In the current agreement this clause is named "Live Sewer and Unpleasant Conditions Allowance"

Wet Work / Work in Rain (4.5)

Where practicable, Mater will provide waterproof clothing to employees who are required to undertake wet work or work in the rain. Notwithstanding this, where an employee is instructed to undertake work where their clothing becomes wet, an employee will be entitled to an additional 100% of the base hourly rate for all work so performed. This rate will continue to apply until the employee can change into dry clothing or until the employee ceases work.

Licensed Trade Allowance (4.6)

The Proposed Agreement introduces a weekly allowance for employees required to obtain, hold and maintain a current statutory licence or registration in order to perform their duties. The agreement lists the positions this allowance will be payable to.

The allowance amount is paid in full to full-time employees and a pro rata allowance for part-time and casual employees. The agreement speaks to situations where the allowance will not be payable.

The allowance rate is increased over the life of this agreement as set out below.

Licenced Trade Allowance		
First full pay period on or after approval of the Agreement by FWC	First full pay period on or after 1 September 2026	First full pay period on or after 1 September 2027
\$7.60	\$7.79	\$7.98

Tool Allowance (4.7)

The Proposed Agreement provides for a fortnightly allowance payable to a tradesperson, including a senior tradesperson who is required by the Mater to supply their own tools.

The allowance rate is increased over the life of this agreement as set out below.

Tool Allowance			
Trade Group	First full pay period on or after approval of the Agreement by FWC	First full pay period on or after 1 September 2026	First full pay period on or after 1 September 2027
Painters	\$19.45	\$19.93	\$20.43
Other Trades	\$68.80	\$70.52	\$72.29

Tool Allowance for Apprentices is detailed in Part 11 of the Proposed Agreement.

Testing and Tagging (4.8)

The Proposed Agreement provides for a daily allowance payable to suitably trained non-qualified tradespersons when conducting testing and tagging responsibilities. This allowance is considered an all purpose allowance.

The allowance rate is increased over the life of this agreement as set out below.

Testing and Tagging Allowance		
First full pay period on or after approval of the Agreement by FWC	First full pay period on or after 1 September 2026	First full pay period on or after 1 September 2027
\$3.01	\$3.08	\$3.16

Travelling Allowance (4.9)

The Proposed Agreement provides an allowance to an employee who is required to take up duty away from the usual place of work. Employees will either be provided with transport or be reimbursed for actual and reasonable travel expenses, in addition if an employee uses their own vehicle, reimbursement will be paid in accordance with the Australia Tax Office (ATO) cents per km method.

Part 5– Hours of Work

Span of Hours (5.1), Working a 38-Hour Week (5.2)

The Proposed Agreement defines the ordinary hours of work for full-time employees as an average of thirty-eight (38) hours per week. The span of hours is between 05:00 and 18:00, Monday to Friday. Employees may only be rostered to commence at 05:00 where it is mutually agreed. Where there is no mutual agreement the span of hours will be between 06:00 and 18:00 Monday to Friday.

Accrued Days Off (ADO) (5.3)

The Proposed Agreement provides for accrued days off (ADOs) by working a 40-hour week and 2 hours of that 40 hours accruing each week towards an employee having one ADO in a 4-week work cycle period.

Rostered Days Off (RDO) (5.4)

The Proposed Agreement outlines that employees must be allowed two (2) whole consecutive rostered days off in each week: provided that, in lieu of two (2) whole days off in each week, an employee may be permitted in each fortnightly period be provided.

- one day off in one week and three (3) consecutive days off in the other week; or
- four consecutive days off; or
- two groups of two consecutive days off.

Rosters (5.5)

The Proposed Agreement provides that employees will be notified of the roster two (2) calendar weeks in advance of the roster cycle.

Part 6– Overtime and Penalty Rates

Overtime (6.1)

The Proposed Agreement outlines overtime is authorised work in excess of:

- Thirty-eight (38) hours per week (subject to averaging over a longer period (i.e. 152 hours over 4 weeks) or an ADO arrangement, in which case the averaging or ADO arrangement will determine when overtime is applicable); or
- Ten (10) hours per day.

Overtime is paid under the Proposed Agreement as follows:

Overtime		
Job Title	Day	Overtime Payment
All Employees (other than Trade Group Managers, Grounds & Gardens, Drivers)	Monday to Friday	150% for the first 2 hours, 200% thereafter. Shift workers 200%
	Saturday	150% for the first 2 hours, 200% thereafter,

		minimum of 3 hours. Shift workers 200%
	Sunday	200% for all hours, minimum of 3 hours. Where an employee works an overtime shift that crosses midnight, all hours performed on the Sunday are paid at 200%. If the employee has not worked 3 hours or more prior to midnight, and works beyond midnight, they will revert to 150% for a period of up to 2 hours before reverting to 200%
	Public Holidays	300% for the first 2 hours, 400% thereafter, minimum of 4 hours. Shift workers 400%
	Accrued Day Off	150% for the first 2 hours, 200% thereafter, minimum of 3 hours. Shift workers 200%
Job Title	Day	Overtime Payment
Trade Group Managers, Grounds & Gardens, Drivers	Monday to Friday	150% for the first 3 hours, 200% thereafter. Shift workers 200%
	Saturday	150% for the first 3 hours, 200% thereafter, minimum of 2 hours. Shift workers 200%
	Sunday	200% for all hours, minimum of 2 hours. Where an employee works an overtime shift that crosses midnight, all hours performed on the Sunday are paid at 200%. If the employee has not worked 2 hours or more prior to midnight, and works beyond midnight, they will revert to 150% for a period of up to 3 hours before reverting to 200%
	Public Holidays	300% for the first 3 hours, 400% thereafter, minimum of 4 hours. Shift workers 400%
	Accrued Day Off	150% for the first 3 hours, 200% thereafter, minimum of 2 hours. Shift workers 200%

Time Off in Lieu (TOIL) (6.2)

The Proposed Agreement provides for time off in lieu (TOIL) arrangements to be mutually agreed upon by the employee and Mater to accrue time off in lieu instead of being paid overtime when working hours that would otherwise be overtime.

Accrued TOIL must be taken in periods mutually agreed between the Mater and the employee within three (3) months of accrual.

If requested by the employee at any time, Mater will pay the employee for overtime covered by this agreement but not taken as time off. TOIL will also be paid out upon termination of employment.

The effect of this clause is to outline that there may be times when an employee works overtime and receives commensurate time off without loss of pay, instead of receiving an overtime payment.

Shift Penalties (6.3)

The Proposed Agreement provides for shift penalties, for all days except public holidays (clause 9.19), as per the tables below:

Shift Penalties		
Shift	Definition	Penalty or Allowance
Afternoon	Means any shift worked Monday to Friday commencing on or after 12:00 (noon) and finishing before 00:00 (midnight), where at least 50% of which is worked after 18:00.	15% penalty paid for the entire shift
Night	Means any shift worked Monday to Friday commencing on or after 18:00 and finishing before 08:00 the following day, where at least 50% of which is worked after 00:00 (midnight).	15% penalty paid for the entire shift
Saturday	All ordinary time worked between 00:00 (midnight) Friday and 00:00 (midnight) Saturday.	50% penalty
Sunday	All ordinary time worked between midnight Saturday and midnight Sunday.	100% penalty

Fatigue Leave and Payment (6.4)

The Proposed Agreement includes fatigue provisions when an employee is required to work overtime immediately after one shift and is recalled to site resulting in less than the required 10 hour break between shifts.

It provides for the employee to be released from duty (not required to work) on the following shift until the entire break required under clause 8.5 is taken and that the employee is to be paid for any ordinary rostered hours during that release from duty.

If the employee is directed by the Manager to resume work without the break, the employee is entitled to an additional 100% above the ordinary rate until the break is provided and taken, without loss of pay for all ordinary working time occurs during that break.

Part 7– On Call and Recall

On Call Allowance (7.1)

The Proposed Agreement provides an on-call allowance when employees are instructed to be On-call outside their ordinary or rostered working hours. Such employees will be paid an On-call allowance in addition to their ordinary rate of pay.

This clause excludes Trade Group Managers. On-call arrangements for Trade Group Managers is stipulated in clause 7.2.

The allowance rate is increased over the life of this agreement as set out below.

On Call Allowance (excluding Trade Group Manager)			
Period On Call	First full pay period on or after approval of the Agreement by FWC	First full pay period on or after 1 September 2026	First full pay period on or after 1 September 2027
Whole of RDO, ADO or public holiday – ordinary hours	\$38.61	\$39.58	\$40.57
Night only of RDO, ADO or public holiday	\$27.85	\$28.54	\$29.26
Any night	\$27.85	\$28.55	\$29.26

On Call Allowance Trade Group Managers (7.2)

The Proposed Agreement provides an on-call allowance when Trade Group Managers are instructed to be On-call outside their ordinary or rostered working hours. Such employees will be paid an On-call allowance in addition to their ordinary rate of pay.

The allowance rate is increased over the life of this agreement as set out below.

On Call Allowance Trade Group Managers			
Period On Call	First full pay period on or after approval of the Agreement by FWC	First full pay period on or after 1 September 2026	First full pay period on or after 1 September 2027
Whole of RDO, ADO or public holiday	\$48.00	\$49.20	\$50.43
Night of RDO, ADO or public holiday	\$30.31	\$31.07	\$31.85
Any night	\$27.85	\$28.55	\$29.26

Recall Payments (7.3)

The Proposed Agreement outlines applicable payments where an employee is on call and is subsequently recalled to work (e.g. to attend a Mater campus) the employee is entitled to:

- Monday to Friday, Saturday, Sunday and Public Holidays – payment at the prescribed overtime rate with a minimum payment of four (4) hours.

Where an employee is recalled to perform overtime within the same minimum period described above, no further payment will apply, unless the employee has arrived home. Where an employee has arrived home after completing a recall, a new recall period will apply.

These recall provisions do not apply to Trade Group Managers, Ground & Garden and Drivers. Provisions for these positions are included in clause 7.4.

Recall Payments Trade Group Managers, Ground & Garden and Drivers (7.4)

The Proposed Agreement outlines applicable payments where a Trade Group Manager, Ground and Garden or Driver is on-call and is subsequently recalled to work (e.g. to attend a Mater campus) the employee is entitled to:

- Monday to Sunday – payment at the prescribed overtime rate with a minimum payment of two (2) hours.
- Public Holiday – employees are entitled to payment at the prescribed overtime rate with a minimum payment of four (4) hours.

Where an employee is recalled to perform overtime within the same minimum period described above, no further payment will apply, unless the employee has arrived home. Where an employee has arrived home after completing a recall, a new recall period will apply.

Transport when Performing Recall (7.5)

The Proposed Agreement provides that when an employee is recalled when on call, the employee may be provided with transport to and from home or will be refunded the cost of the transport for taxi or other reasonable travel fares.

Alternatively, the employee may submit a claim for reimbursement of kilometres travelled in accordance with the rates prescribed by the Australian Taxation Office when using their own vehicle.

Remote Recall (7.6)

The Proposed Agreement provides for a remote recall for duties that do not need attendance at the workplace involves advice via phone or performing tasks via a computer and outlines that one (1) hour's work will be paid for each instance.

It is noted that if a subsequent remote recall occurs within the minimum, no further minimum payment will apply.

The effect of this clause is to provide the minimum payment required where an employee is recalled to perform work that does not require their attendance in the workplace (e.g., where the employee can perform the required tasks via phone or computer).

In the current agreement this clause is named "Telephone Recall / Remote Access Recall".

Part 8– Breaks and Meal Allowance

Unpaid Meal Breaks (8.1)

The Proposed Agreement provides unpaid meal breaks for shifts longer than five (5) hours. Where an employee works not more than six (6) hours, an employee may elect to forgo the meal break, with the consent of their manager. An unpaid meal break will be not less than 30 minutes and not more than 60 minutes.

Paid Meal Breaks (8.2)

Where it is not deemed operationally viable for an employee to take an unpaid meal break, the employee will receive payment for the untaken meal break at the employee's ordinary rate of pay.

Tea Breaks (8.3)

The Proposed Agreement provides paid tea breaks every four (4) hours for any shift that extends for at least five (5) hours. A ten (10) minute tea break will be provided 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. Tea breaks will count as time worked.

Meal Allowance Whilst on Overtime (8.4)

The agreement provides for a meal allowance when undertaking overtime after a shift, or after every 5 hours of overtime during a RDO.

The meal allowance rate is increased over the life of this agreement as set out below.

Meal Allowance		
First full pay period on or after approval of the Agreement by FWC	First full pay period on or after 1 September 2026	First full pay period on or after 1 September 2027
\$16.37	\$16.78	\$17.20

Breaks Between Shifts (8.5)

The Proposed Agreement states that each employee will be provided at least ten (10) hour breaks between the finalisation of one shift and the commencement of the next. Ten (10) hours may be substituted for eight (8) where

- For the purposes of changing shifts (for shift workers);
- Where a shift is worked by arrangement between the shift workers themselves; or
- By mutual agreement in writing.

Right to Disconnect (8.6)

The Proposed Agreement outlines a statutory workplace right to disconnect as per the Fair Work Act. It allows employees to refuse to monitor, read, or respond to work-related contact outside

working hours unless the refusal is unreasonable. The clause also details situations in which Mater can contact employees outside of normal working hours.

Part 9– Leave and Public Holidays

Annual Leave (9.1)

The Proposed Agreement provides four (4) weeks annual leave for full time employees pro-rated for part time employees. Shift workers are provided an additional week of annual leave. The effect of this clause is to outline that employees will accrue annual leave during their employment with Mater. Annual leave is an entitlement for the employee to be absent from the workplace (at a mutually agreed time between Mater & the employee) without loss of pay.

Calculation of Annual Leave (9.2)

Annual leave (including any proportionate leave) payment will be based on the following entitlement for a full time employee:

Annual Leave Non-Shift Worker	
Employee	Entitlement
Non-Shift Worker	Four (4) weeks annual leave per annum Annual leave loading of 17.5% on four (4) weeks
Shift Worker	Five (5) weeks annual leave per annum Annual leave loading of 27.5% on five (5) weeks

Annual Leave at Half Pay (9.3)

The Proposed Agreement provides for access to annual leave for double the time at half pay (the period deemed to have the ordinary hour halved and leave accrues accordingly), with agreement from Mater. When accessing annual leave at half pay, the employee agrees that fifty (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.

Purchase of Leave (9.4)

The Proposed Agreement introduces the option for a proportionate salary, which is the averaging of an employee salary over a twelve (12) month period to allow for the “purchase” of one (1) to six (6) weeks “extra” leave.

Cashing out of Annual Leave (9.5)

The Proposed Agreement allows for the cashing out of annual leave and explains conditions for cashing out annual leave.

Direction to Take Annual Leave (9.6)

The Proposed Agreement outlines that subject to the Act, in situations where an employee has in excess of two (2) years' accrual and after discussions are unable to result in a mutually acceptable leave arrangement, Mater may provide the employee 28 days' notice in writing to direct the taking of a period of leave. It is stipulated that a direction under this clause is not to be given more than once in a 12-month period (unless otherwise agreed) and any direction to access leave will not reduce the accrued leave balance to below two (2) years' accruals.

Christmas Concessional Day (9.7)

The Proposed Agreement includes a Christmas Concessional Day. This is a day during the Christmas / New Year period where eligible employees can be absent on full pay without debit from any leave account. Eligibility for this day is included in the clause. Does not apply to shift workers in receipt of five (5) weeks of leave.

Personal / Carers Leave (9.8)

The Proposed Agreement provides for paid personal leave for employees, other than casuals, accrued at a rate of ten (10) days per year that can be taken in the event of a personal injury or illness or to provide care and support for a member of their immediate family or household because of an illness, injury or an unexpected emergency. The agreement includes that this leave can be taken for part of a day.

The Proposed Agreement includes the requirement to notify the relevant manager as soon as possible regarding an absence, including the expected duration, and identifies that if personal / carer's leave is adjacent to an RDO, ADO, other leave or a public holiday, or if the personal / carers leave extends for one (1) day or more, a medical certificate or other acceptable evidence must be provided.

Casual employees have access to unpaid personal leave.

Compassionate Leave (9.9)

The Proposed Agreement identifies that employees, other than casual, have two (2) days paid compassionate leave for each occasion an immediate family or household member is diagnosed with an illness or injury that is a serious threat to their life or dies, or where a child who would have been a member of the immediate family if the child has been born alive is stillborn, or when the employee, or the employee's spouse or de facto partner, has a miscarriage.

Casual employees are entitled to unpaid compassionate leave.

Domestic and Family Violence Support Leave (9.10)

The Proposed Agreement includes ten (10) days paid leave to deal with domestic and family violence in accordance with the National Employment Standards (NES) contained in the *Fair Work Act 2009 (Cth)*

Parental Leave (9.11) and Paid Parental Leave (9.12)

The Proposed Agreement provides for unpaid parental leave, with reference to the Fair Work Act. In addition, the Proposed Agreement provides for the following paid leaves:

- For the parent who will take the majority of initial caregiving responsibilities – twelve (12) weeks;

- For the parent who is the supporting parent / partner sharing in the caring of the child – two (2) weeks.

A parent is defined as:

- A birth parent;
- An adoptive parent; or
- A person who has primary responsibility for the day-to-day care of the child.

The above leave may be taken at half pay for double the period of time, with the ordinary hours being deemed to be halved and leave will accrue accordingly for the period. When accessing parental leave at half pay, the employee agrees that fifty (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.

Unpaid Parental Leave (9.13) and Statutory Parental Leave (9.14)

The Proposed Agreement explains employee entitlement to access unpaid parental leave (maternity, adoption and spousal) in accordance with the Act and Mater Policy. The Proposed Agreement includes reference to the paid parental leave scheme currently provided by Federal Government *Paid Parental Leave Act 2010 (Cth)*.

Long Service Leave (9.15), Cashing out of Long Service Leave (9.16) and Direction to Take Long Service Leave (9.17)

The effect of these clauses is to outline how long service leave will accrue over time and when it may be taken. Employees are also able to find information in relation to the accrual and taking of Long Service leave in the *Industrial Relations Act 2016 (QLD)*.

The Proposed Agreement also stipulates long service leave will accrue at a rate of 1.3 weeks on full pay per year of service, pro-rated for work that is less than full time.

Long service leave is accessible at seven (7) years continuous service and payable at termination after ten (10) years continuous service.

The Proposed Agreement provides for access to long service leave for double the time at half pay (the period deemed to have the ordinary hours halved and leave accrues accordingly), with agreement from Mater. When accessing long service leave at half pay, the employee agrees that fifty (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.

Mater may direct an employee to take long service leave in accordance with the *Industrial Relations Act 2016 (QLD)* where an employee has an excessive balance of long service leave.

Community Service Leave (9.18)

The Proposed Agreement includes provision for Community Service Leave in accordance with the National Employment Standards (NES) contained in the *Fair Work Act 2009 (Cth)*.

Clause provides continuation of ordinary pay during jury service for employees, other than a casual, required to attend for jury service during their ordinary hours. If the jury service does not extend into ordinary working hours, or extends in part into the working hours, if practicable the employee is to present for work at the earliest reasonable opportunity.

Employees are provided with unpaid leave where an employee is required to participate in a voluntary emergency management activity.

The clause provides information about notice period, evidence and expected period of leave requirements.

Public Holidays (9.19)

The Proposed Agreement outlines the public holidays where the work performed attracts the public holiday penalty of double time and a half (of the ordinary rate) with a minimum four (4) hour payment (except as per clauses 7.3 and 7.4 – Recall).

Ceremonial Leave (9.20)

The Proposed Agreement includes provision for ceremonial leave for employees who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes. Employees may apply to take up to ten (10) days unpaid leave in any one year, subject to Mater's approval.

Suspension (9.21)

The Proposed Agreement introduces a clause for suspension without pay in defined serious situations. The clause includes the specific and unique situations where suspension without pay may occur along with procedural fairness principles and process. The clause also states that an employee may request access to accrued leave entitlements in lieu of suspension with or without pay. Requests to access leave in lieu of suspension will not be unreasonably denied. The situations are as follows:

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

Part 10– Professional Development Support

Professional Development Support (10.1)

The clause states Mater recognises the importance of professionally developing employees whilst balancing the need to maintain operational imperatives.

Employees may apply to have the costs (or part of cost) associated with professional development covered by applying to the Mater Staff Education Fund.

Part 11– Apprentices

Apprentices (11.1)

The Proposed Agreement introduces clauses that explain terms and conditions for Apprentices completing their apprenticeship at Mater.

Engagement and Training Contract (11.2)

An Apprentice is required to enter into and maintain a registered training contract to be eligible for employment at Mater as an Apprentice.

Probation Period (11.3)

Probation period for an Apprentice will be outlined in the training contract and will be compliant with relevant legislation.

Rates of Pay (11.4)

Rates of pay for Apprentices are outlined in Schedule One (Wages). The Proposed Agreement speaks to safety nets for apprentice wages including National Minimum Wage and applicable award.

Pay Level Progression (11.5)

The Proposed Agreement outlines how an Apprentice will progress to next level of their apprenticeship.

Training and Study Requirements (11.6)

Proposed Agreement outlines Mater's commitment to supporting Apprentice off-job training including payment of tuition and prescribed course materials.

Supervision and Workplace Training (11.7)

Proposed Agreement speaks to Mater's commitment to ensure apprentices are provided with appropriate supervision and will provide the correct training and safe work environment.

Hours of Work and Overtime (11.8)

Apprentices standard week is thirty-eight (38) hours and could be required to work reasonable overtime and if required to do so will be remunerated in accordance with Overtime clause (6.1)

Travel and Training Expenses (11.9)

Mater will pay reasonable travel and accommodation expenses when an apprentice is required to travel excess distances for training.

Tools and Equipment (11.10)

The Proposed Agreement provides for an annual tool allowance for Apprentices. Allowance will be paid at the commencement of each new level of their Apprenticeship. Unlike other employees eligible for a tool allowance, apprentices will receive payment of the tool allowance as an annual lump sum.

Apprentice Tool Allowance			
Trade Group	First full pay period on or after approval of the Agreement by FWC	First full pay period on or after 1 September 2026	First full pay period on or after 1 September 2027
Apprentice Painters	\$505.61	\$518.25	\$531.20
Other Apprentice	1,788.90	\$1833.63	\$1879.47

Leave and Study Support (11.11)

Apprentices are entitled to all leave entitlements contained in this agreement and provided for under the National Employment Standards (NES). Additional leave will be paid for the purpose of sitting apprenticeship examinations.

Completion of Apprenticeship (11.12)

The Proposed Agreement speaks to the completion of an apprenticeship. If Mater has a suitable vacancy the former apprentice will be appointed to an appropriate tradesperson position and paid at the applicable tradesperson rate from the first full pay period following appointment. Mater does not guarantee ongoing employment or the availability of a qualified position upon completion of an apprenticeship.

Suspension or Cancellation of Training Contract (11.13)

The Proposed Agreement speaks to the steps Mater will take if an Apprentice has their training contract suspended or cancelled.

Recognition of Prior Learning (11.14)

When appointing an Apprentice, Mater will recognise any prior learning for the purposes of adjusting the apprentice's stage and rate of pay.

Support and Wellbeing (11.15)

The Proposed Agreement speaks to Mater's commitment to supporting apprentices during their apprenticeship at Mater.

Part 12 – Workplace Health and Safety

Workplace Health and Safety Processes (12.1)

The Proposed Agreement details Mater's commitment to a safe working environment and processes to address and resolve health and safety matters including audits, the Health and Safety Committee, the Safety Health and Wellbeing Unit, and escalation of issues on site. The Proposed Agreement outlines the process for safety issues to be brought to the Health and Safety Committee.

Part 13 – Consultation and Dispute Resolution

Consultative Forum (13.4)

The Proposed Agreement introduces the formation and composition of a Mater Maintenance Services Consultative Forum (MMSCF). The role of the MMSCF is to act as the principal conduit through which employees and their representatives consult and discuss matters arising under this Agreement.

Part 14 – Termination of Employment and Redundancy

Notice of Termination of Employment (14.1)

The Proposed Agreement outlines notice periods as follows:

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

Job Security and Redundancy (14.2)

The Proposed Agreement stipulates the process in the event of a redundancy situation and provides for redundancy payments as follows:

Redundancy pay period		
	An employee's period of continuous service with Mater 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

Redundancy pay period		
	An employee's period of continuous service with Mater on termination	Redundancy pay period
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 15 – Union Related Matters

Delegates Rights (15.1), Notice of appointment or election as a workplace delegate (15.2), Notice of ceasing to be a workplace delegate (15.3), Right of Representation (15.4), Entitlement to Reasonable Communication (15.5), Entitlement to Reasonable Access to the Workplace and Workplace Facilities (15.6), Entitlement to Reasonable Access to Training (15.7), Exercise of Entitlements (15.8)

The Proposed Agreement introduces a new required term that outlines conditions relating to and entitlements of Workplace Delegates, including:

- providing Mater with written notice of appointment as a workplace delegate;
- providing Mater with written notice when ceasing to be a workplace delegate;
- right of representation;
- entitlement to reasonable communication;
- entitlement to reasonable access to the workplace and workplace facilities;
- entitlement to reasonable access to training; and
- the exercising of entitlements under the clause.

Part 16 – Other Matters

No Extra Claims (16.1)

The Proposed Agreement states it is a full and final settlement of all parties' claims for its duration.

Schedule One – Wage Rates

Refer to table at end of document.

Schedule Two – Allowances

Refer to table at end of document.

Schedule Three – List of Indicative Roles



The Proposed Agreement lists indicative employee roles and current terminology.

Schedule Four – Generic Work Level Statements

The Proposed Agreement provides details of Work Level Statements classifications covered by the Proposed Agreement.

SCHEDULE ONE – WAGE RATES

Description	1 September 2025 3.0%		1 September 2026 2.5%		1 September 2027 2.5%	
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Maintenance Services Level 1.1	\$21.4525	\$42,535.80	\$21.9888	\$43,599.19	\$22.5386	\$44,689.17
Maintenance Services Level 1.2	\$25.2213	\$50,008.46	\$25.8518	\$51,258.67	\$26.4981	\$52,540.14
Maintenance Services Level 1.3	\$28.9874	\$57,475.82	\$29.7121	\$58,912.72	\$30.4549	\$60,385.53
Maintenance Services Level 1.4	\$34.6720	\$68,747.11	\$35.5388	\$70,465.79	\$36.4272	\$72,227.43
Level 2	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Maintenance Services Level 2.1	\$34.4618	\$68,330.49	\$35.3234	\$70,038.75	\$36.2065	\$71,789.72
Maintenance Services Level 2.2	\$34.8840	\$69,167.61	\$35.7561	\$70,896.80	\$36.6500	\$72,669.22
Maintenance Services Level 2.3	\$35.5553	\$70,498.56	\$36.4442	\$72,261.03	\$37.3553	\$74,067.55
Level 3	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Maintenance Services Level 3.1	\$36.2884	\$71,952.25	\$37.1957	\$73,751.06	\$38.1255	\$75,594.83
Maintenance Services Level 3.2	\$36.8220	\$73,010.15	\$37.7425	\$74,835.40	\$38.6861	\$76,706.28
Maintenance Services Level 3.3	\$37.6316	\$74,615.37	\$38.5724	\$76,480.75	\$39.5367	\$78,392.77
Level 4 / 5	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Maintenance Services Level 4/5.1	\$41.0975	\$81,487.61	\$42.1250	\$83,524.80	\$43.1781	\$85,612.92
Maintenance Services Level 4/5.2	\$41.9829	\$83,243.15	\$43.0325	\$85,324.22	\$44.1083	\$87,457.33
Maintenance Services Level 4/5.3	\$42.8753	\$85,012.57	\$43.9472	\$87,137.88	\$45.0459	\$89,316.33
Maintenance Services Level 4/5.4	\$43.7650	\$86,776.68	\$44.8591	\$88,946.10	\$45.9806	\$91,169.75
Maintenance Services Level 4/5.5	\$44.6667	\$88,564.49	\$45.7833	\$90,778.60	\$46.9279	\$93,048.06
Maintenance Services Level 4/5.6	\$47.3820	\$93,948.32	\$48.5665	\$96,297.03	\$49.7807	\$98,704.45
Level 6 Tier 1	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Maintenance Services Level 6 Tier 1.1	\$51.7393	\$102,587.94	\$53.0328	\$105,152.64	\$54.3586	\$107,781.45
Maintenance Services Level 6 Tier 1.2	\$52.7742	\$104,640.01	\$54.0936	\$107,256.01	\$55.4459	\$109,937.41
Maintenance Services Level 6 Tier 1.3	\$53.8298	\$106,732.93	\$55.1755	\$109,401.25	\$56.5549	\$112,136.29

SCHEDULE ONE CONTINUED – WAGE RATES

Description	1 September 2025 3.0%		1 September 2026 2.5%		1 September 2027 2.5%	
	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly
Level 6 Tier 2						
Maintenance Services Level 6 Tier 2.1	\$55.3614	\$109,769.79	\$56.7454	\$112,514.03	\$58.1640	\$115,326.88
Maintenance Services Level 6 Tier 2.2	\$56.4685	\$111,965.02	\$57.8802	\$114,764.15	\$59.3272	\$117,633.25
Maintenance Services Level 6 Tier 2.3	\$57.5983	\$114,205.19	\$59.0383	\$117,060.32	\$60.5142	\$119,986.83
Level 7 Tier 1						
Maintenance Services Level 7 Tier 1.1	\$59.0289	\$117,041.70	\$60.5046	\$119,967.74	\$62.0172	\$122,966.94
Maintenance Services Level 7 Tier 1.2	\$62.3702	\$123,666.83	\$63.9295	\$126,758.50	\$65.5277	\$129,927.46
Level 7 Tier 2						
Maintenance Services Level 7 Tier 2.1	\$64.5630	\$128,014.61	\$66.1770	\$131,214.98	\$67.8315	\$134,495.35

SCHEDULE TWO – ALLOWANCES

Unless expressly stated otherwise in this Agreement, all allowances are not all purpose and will not be taken into account for the calculation of overtime, penalties leave payment or other entitlements.

Allowance	Clause	Frequency	Approval of Agreement	1 September 2026	1 September 2027
Laundry Allowance	4.3	Per Week	\$1.60	\$1.64	\$1.68
Unpleasant Conditions Allowance	4.4	actual time / period of direct contact	additional 50% of the base hourly rate	additional 50% of the base hourly rate	additional 50% of the base hourly rate
Wet Work / Work in Rain Allowance	4.5	actual time / period of work	additional 100% of the base hourly rate	additional 100% of the base hourly rate	additional 100% of the base hourly rate
Licenced Trade Allowance	4.6	Per week	\$7.60	\$7.79	\$7.98
Testing and Tagging Allowance (all purpose)	4.8	Daily	\$3.01	\$3.08	\$3.16
Travelling Allowance	4.9	Per kilometre	As per ATO	As per ATO	As per ATO
Meal Allowance whilst on overtime	8.4	Per Shift	\$16.37	\$16.78	\$17.20
Tool Allowance					
Painters	4.7	Fortnightly	\$19.45	\$19.93	\$20.43
All other Trades	4.7	Fortnightly	\$68.80	\$70.52	\$72.29
Apprentice Painters	11.10	Annually	\$505.61	\$518.25	\$531.20
Apprentices (other than painters)	11.10	Annually	\$1,788.90	\$1833.63	\$1879.47
On Call Allowance					
Employees (other than Trade Group Managers)					
Whole of RDO, ADO or public holiday	7.1	Per 24-hour period or part thereof	\$38.61	\$39.58	\$40.57
Night only of RDO, ADO or public holiday	7.1	Per night	\$27.85	\$28.55	\$29.26
Any other night	7.1	Per night	\$27.85	\$28.55	\$29.26

SCHEDULE TWO CONTINUED – ALLOWANCES

Allowance	Clause	Frequency	Approval of Agreement	1 September 2026	1 September 2027
On Call Allowance					
Trade Group Managers					
Whole of RDO, ADO or public holiday	7.2	Per 24-hour period or part thereof	\$48.00	\$49.20	\$50.43
Night of RDO, ADO or public holiday	7.2	Per night	\$30.31	\$31.07	\$31.85
Any other night	7.2	Per night	\$27.85	\$28.55	\$29.26