



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Mater Misericordiae Ltd Trading as Mater
(AG2025/1309)

MATER CORPORATE AND ADMINISTRATION SERVICES ENTERPRISE AGREEMENT 2023

Health and welfare services

COMMISSIONER SIMPSON

BRISBANE, 15 MAY 2025

Application for variation of the Mater Corporate and Administrative Services Enterprise Agreement 2023

[1] An application has been made for approval of a variation to the *Mater Corporate and Administrative Services Enterprise Agreement 2023* (**the Agreement**). The application was made by Mater Misericordiae Ltd Trading as Mater pursuant to s.210 of the Fair Work Act 2009 (**the Act**).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval of a variation have been met.

[4] The variation is approved and the consolidated version of the Agreement, as varied, is attached to this decision.

[5] In accordance with s.216 of the Act, the variation operates from 15 May 2025.

The image shows a handwritten signature in black ink, which appears to be 'C. J. A.', written over a circular official seal. The seal is for 'THE FAIR WORK COMMISSION' and features the Australian coat of arms in the center. The text 'THE FAIR WORK COMMISSION' is written around the perimeter of the seal.

COMMISSIONER

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ANNEXURE A

VARIATION

**Proposed variation to the *Mater Corporate and Administrative Services Enterprise Agreement 2023*
(AG2023/2991)**

It is proposed that the below variations to the Mater Corporate and Administrative Services Enterprise Agreement 2023 set out in this document take effect from the date determined by the Fair Work Commission in accordance with section 216 of the *Fair Work Act 2009* (Cth).

Clause to be Varied	Variation
Date and Period of Operation (1.2.1)	Clause 1.2.1 of the Enterprise Agreement, omit and insert: 1.2.1 This Agreement will operate 7 days after the date of approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2026. All payments described in this Agreement will take effect upon operation of the Agreement unless specified in the relevant clause or schedule.
Wages and Allowance Increases (3.1.1)	Clause 3.1.1 of the Enterprise Agreement, omit and insert: 3.1.1 The wage rates for employees are set out in Schedule One (Wage Rates and Allowances) and incorporate wage increases paid as follows: (a) 4% from the first full pay period on or after 1 July 2022 (Mater administratively paid 2.5% on 1 July 2022, and therefore, the backpay will represent the remaining 1.5%); (b) 4% from the first full pay period on or after 1 July 2023; (c) 3% from the first full pay period on or after 1 July 2024. (d) From 1 July 2025, the wage rates outlined in 'Schedule One – Wage Rates and Allowances' will apply.
Schedule One – Wage Rates and Allowances	Schedule One – Wage Rates and Allowances: <u>Wage Rates</u> Omit and insert the table below titled Appendix One.

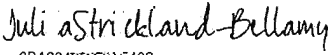
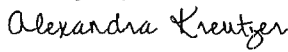
Appendix One

	1/07/2022		1/07/2023		1/07/2024		1/07/2025	
Corporate and Admin Services								
Classification	Hourly	Per Annum	Hourly	Per Annum	Hourly	Per Annum	Hourly	Per Annum
Corporate and Admin Services Level 2								
Level 2 Paypoint 1	\$ 27.58	\$ 54,676.00	\$ 28.68	\$ 56,863.00	\$ 29.54	\$ 58,569.00	\$ 32.02	\$ 63,498.00
Level 2 Paypoint 2	\$ 28.15	\$ 55,810.00	\$ 29.27	\$ 58,043.00	\$ 30.15	\$ 59,784.00	\$ 32.69	\$ 64,816.00
Level 2 Paypoint 3	\$ 28.74	\$ 56,989.00	\$ 29.89	\$ 59,269.00	\$ 30.79	\$ 61,047.00	\$ 33.38	\$ 66,183.00
Level 2 Paypoint 4	\$ 29.33	\$ 58,157.00	\$ 30.50	\$ 60,484.00	\$ 31.42	\$ 62,298.00	\$ 34.06	\$ 67,538.00
Level 2 Paypoint 5	\$ 29.92	\$ 59,333.00	\$ 31.12	\$ 61,706.00	\$ 32.05	\$ 63,557.00	\$ 34.75	\$ 68,899.00
Level 2 Paypoint 6	\$ 30.54	\$ 60,560.00	\$ 31.76	\$ 62,983.00	\$ 32.72	\$ 64,872.00	\$ 35.52	\$ 70,426.00
Level 2 Paypoint 7	\$ 31.24	\$ 61,947.00	\$ 32.49	\$ 64,425.00	\$ 33.47	\$ 66,358.00	\$ 36.44	\$ 72,245.00
Level 2 Paypoint 8	\$ 32.00	\$ 63,453.00	\$ 33.28	\$ 65,991.00	\$ 34.28	\$ 67,970.00	\$ 37.35	\$ 74,061.00
Corporate and Admin Services Level 3								
Level 3 Paypoint 1	\$ 34.09	\$ 67,592.00	\$ 35.45	\$ 70,295.00	\$ 36.52	\$ 72,404.00	\$ 39.79	\$ 78,888.00
Level 3 Paypoint 2	\$ 35.41	\$ 70,218.00	\$ 36.83	\$ 73,027.00	\$ 37.94	\$ 75,218.00	\$ 41.26	\$ 81,805.00
Level 3 Paypoint 3	\$ 36.76	\$ 72,890.00	\$ 38.23	\$ 75,806.00	\$ 39.38	\$ 78,080.00	\$ 42.72	\$ 84,698.00
Level 3 Paypoint 4	\$ 38.10	\$ 75,545.00	\$ 39.62	\$ 78,567.00	\$ 40.81	\$ 80,924.00	\$ 44.25	\$ 87,731.00
Corporate and Admin Services Level 4								
Level 4 Paypoint 1	\$ 40.43	\$ 80,170.00	\$ 42.05	\$ 83,377.00	\$ 43.31	\$ 85,878.00	\$ 46.96	\$ 93,103.00
Level 4 Paypoint 2	\$ 41.81	\$ 82,894.00	\$ 43.48	\$ 86,210.00	\$ 44.78	\$ 88,796.00	\$ 48.55	\$ 96,267.00
Level 4 Paypoint 3	\$ 43.17	\$ 85,596.00	\$ 44.90	\$ 89,020.00	\$ 46.24	\$ 91,691.00	\$ 50.13	\$ 99,404.00
Level 4 Paypoint 4	\$ 44.55	\$ 88,329.00	\$ 46.33	\$ 91,862.00	\$ 47.72	\$ 94,618.00	\$ 51.73	\$ 102,572.00
Corporate and Admin Services Level 5								
Level 5 Paypoint 1	\$ 46.99	\$ 93,176.00	\$ 48.87	\$ 96,903.00	\$ 50.34	\$ 99,810.00	\$ 54.57	\$ 108,207.00
Level 5 Paypoint 2	\$ 48.38	\$ 95,918.00	\$ 50.31	\$ 99,755.00	\$ 51.82	\$ 102,747.00	\$ 56.18	\$ 111,387.00
Level 5 Paypoint 3	\$ 49.76	\$ 98,654.00	\$ 51.75	\$ 102,600.00	\$ 53.30	\$ 105,678.00	\$ 57.78	\$ 114,566.00
Level 5 Paypoint 4	\$ 51.13	\$ 101,384.00	\$ 53.18	\$ 105,440.00	\$ 54.77	\$ 108,603.00	\$ 59.38	\$ 117,732.00
Corporate and Admin Services Level 6								
Level 6 Paypoint 1	\$ 54.02	\$ 107,119.00	\$ 56.19	\$ 111,404.00	\$ 57.87	\$ 114,746.00	\$ 62.74	\$ 124,394.00

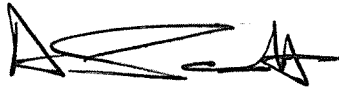
Level 6 Paypoint 2	\$ 55.31	\$ 109,668.00	\$ 57.52	\$ 114,055.00	\$ 59.25	\$ 117,476.00	\$ 64.23	\$ 127,354.00
Level 6 Paypoint 3	\$ 56.59	\$ 112,202.00	\$ 58.85	\$ 116,690.00	\$ 60.62	\$ 120,191.00	\$ 65.71	\$ 130,295.00
Level 6 Paypoint 4	\$ 57.87	\$ 114,745.00	\$ 60.19	\$ 119,335.00	\$ 61.99	\$ 122,915.00	\$ 67.20	\$ 133,248.00
Corporate and Admin Services Level 7								
Level 7 Paypoint 1	\$ 60.56	\$ 120,068.00	\$ 62.98	\$ 124,871.00	\$ 64.87	\$ 128,617.00	\$ 70.32	\$ 139,436.00
Level 7 Paypoint 2	\$ 62.03	\$ 122,998.00	\$ 64.51	\$ 127,918.00	\$ 66.45	\$ 131,755.00	\$ 72.04	\$ 142,832.00
Level 7 Paypoint 3	\$ 63.51	\$ 125,933.00	\$ 66.05	\$ 130,971.00	\$ 68.04	\$ 134,900.00	\$ 73.76	\$ 146,244.00
Level 7 Paypoint 4	\$ 64.99	\$ 128,857.00	\$ 67.59	\$ 134,011.00	\$ 69.61	\$ 138,031.00	\$ 75.47	\$ 149,640.00

SIGNATORIES

Signed on behalf of **Mater Misericordiae Ltd. (ABN: 83 096 702 922)**:

Signature	Sign by:  8BA2042C72115402...
Name	Julia Strickland-Bellamy
Witness	28/4/2025 15:02 AEST
Witness Signature	DocuSigned by:  0FDBBD2892AD4F6...
Position (Authority to Sign)	Group Chief-Executive
Address	14 Stratton Street, Newstead QLD 4005
Date	28/4/2025 15:20 AEST

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

Signature	
Name	Alex Smith
Witness	Nicole Hipkin
Witness Signature	
Position (Authority to Sign)	Branch Secretary
Address	43 Peel St, South Brisbane
Date	29-4-25



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PART 1 – PRELIMINARY MATTERS

1.1 Title

- 1.1.1 This Agreement will be known as the Mater Corporate and Administration Services Enterprise Agreement 2023.

1.2 Date and Period of Operation

- 1.2.1 This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2026.
- 1.2.2 All conditions prescribed in this Agreement will take effect upon operation except for the wage increases prescribed in clause 3.1.1 (a).

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 Corporate and Administration Services Enterprise Agreement 2018-2021*
 - (b) *Mercy Health and Aged Care Central Queensland Limited – Administration and Support Services – Enterprise Agreement 2015-2016* to the extent that this agreement covered administration roles
 - (c) *Schedule B – Classifications, B.2 Clerical Employee, 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 would 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 the agreement and the NES,

and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5 Coverage

1.5.1 This Agreement will cover:

- (a) Mater
- (b) employees of Mater who are employed in a classification covered by this Agreement
- (c) A union who has coverage of employees covered by this Agreement, provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in its approval decision that the Agreement covers the union.

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) continuous improvement;
- (d) having and maintaining a skilled, motivated and adaptable workforce; and
- (e) providing fair remuneration for work done
- (f) embracing diversity and actively seeking opportunities to encourage inclusion in employment.

1.7 Definitions

1.7.1 In this Agreement, the following definitions apply:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **Agreement** means Mater Corporate and Administration Services 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** 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 contained in the Act.
- (g) **Paypoint** means the level which specifies the base rate of pay within an employee classification level.
- (h) **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.
- (i) **Shift Worker** - for the purposes of the extra weeks' annual leave provided for in the NES, means an Employee is eligible to receive an extra weeks' leave where they are regularly rostered to work Sundays and public holidays.
- (j) **Work Level Statement** means a concise statement of the duties, skills and responsibilities indicative of a given classification level and contained in Schedule Two.

1.8 Posting of the Agreement

- 1.8.1 A copy of this Agreement will be placed on the Mater intranet site where it can 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 this Agreement; or
- (b) the NES;

this clause sets out procedures to settle the dispute.

- 1.9.2 A dispute formally commenced under the enterprise agreements listed at clause 1.4.1 (a), (b) and (c) 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

provisions of those Enterprise Agreements.

- 1.9.3 An Employee who is a party to the dispute may appoint a 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 or Employees 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 1.9.5 do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 1.9.7 The Fair Work Commission may deal with the dispute in 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.

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

- 1.9.8 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 Term

1.10.1 Mater and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

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

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

- (a) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth); and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
- (c) results in the 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 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 Work-Life Balance

1.11.1 Mater is committed to work-life balance initiatives and provisions to support this include access to ADOs (clause 5.2), Flexitime (clause 5.3) and TOIL (clause 5.10), where operationally viable.

1.12 Mater Consultative Forum

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

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

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

1.13 Consultation

1.13.1 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.

1.13.2 Major change:

- (a) For a major change referred to in paragraph 1.13.1(a):
 - (i) Mater must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) subclauses (b) to (h) apply.

- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

- (c) If:

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

Mater must recognise the representative.

- (d) As soon as practicable after making its decision, Mater must:
 - (i) discuss with the relevant Employees:
 - a. the introduction of the change; and
 - b. the effect the change is likely to have on the Employees; and
 - c. measures Mater is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - a. all relevant information about the change including the nature of the change proposed; and
 - b. information about the expected effects of the change on the Employees; and
 - c. any other matters likely to affect the Employees.
- (e) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- (f) Mater must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (g) 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 1.13.2 (a)(i), (b) and (d) are taken not to apply.
- (h) In this clause, a major change is **likely to have a significant effect on Employees** if it results in:
 - (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of Mater's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

1.13.3 Change to regular roster or ordinary hours of work:

- (a) For a change referred to in paragraph 1.13.1(b):
 - (i) Mater must notify the relevant Employees of the proposed change; and
 - (ii) subclauses 1.13.3(b) to (f) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (c) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise Mater of the identity of the representative;Mater must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, Mater must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion - provide to the relevant Employees:
 - a. all relevant information about the change, including the nature of the change; and
 - b. information about what Mater reasonably believes will be the effects of the change on the Employees; and
 - c. information about any other matters that Mater reasonably believes are

likely to affect the Employees; and

- (iii) 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).
- (e) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) Mater must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (g) In this clause "**relevant Employees**" means the Employees who may be affected by a change referred to in subclause 1.13.1.

PART 2 – BASIS OF EMPLOYMENT

2.1 Confirmation of Employment

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

2.2 Full-time Employees

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

2.3 Part-time Employees

- 2.3.1 A part-time Employee means an Employee, other than a casual Employee, who is engaged to work regular hours, and who is employed for no less than eight (8) ordinary hours per fortnight and fewer than an average of seventy-six (76) hours per fortnight and who receives on a pro rata basis equivalent pay and conditions to those full-time Employees of the same classification.
- 2.3.2 A part-time Employee's ordinary daily hours are worked inclusive or exclusive of meal times according to operational requirements and must not exceed more than ten (10) ordinary hours on any one (1) shift, unless 12 hour shifts are implemented in accordance with clause 5.4 (12 Hour Shift).

2.3.3 The following conditions apply to part-time Employees:

- (a) The minimum rostered shift length for a part-time Employee is four (4) hours provided that where a part-time Employee is required by Mater to attend training or a meeting, they will be paid for their time in attendance with a minimum payment of two (2) hours.
- (b) Any hours worked in excess of seventy-six (76) per fortnight will be paid at overtime rates in accordance with clause 5.9 (Overtime).

2.3.4 Where a part-time Employees 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 clauses 2.3.2 and 2.3.3(b)) 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 5.9 (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 7.2 and 7.3
- (b) Meal Allowance clause 5.11.4

2.3.6 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 means an Employee, other than a part-time Employee as defined in clause 2.3, who is engaged as a casual Employee and paid on an hourly basis.

- 2.4.3 The hourly rate for the purpose of this clause will be 1/76th of the ordinary fortnightly salary for the appropriate classification.
- 2.4.4 A casual Employee will be paid a loading of 25% in addition to the applicable hourly rate of pay for the relevant classification.
- 2.4.5 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 25% casual loading but are instead calculated separately.
- 2.4.6 A casual Employee may also be entitled to the payment of any applicable allowances based pro rata on the number of hours worked except for the following provisions will apply in full:
- (a) On Call Allowance clause 7.2 and 7.3
 - (b) Meal Allowance clause 5.11.4
- 2.4.7 Casual employment will not be used by Mater to permanently fill any full-time or part-time positions.
- 2.4.8 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 in accordance with clause 5.4 (12 Hour Shift).
- 2.4.9 Except as under clause 4.4 (Long Service Leave – Entitlement) a casual Employee will not be entitled to any other leave payment.
- 2.4.10 A casual employee employed by Mater may be eligible for conversion to permanent employment where the NES is satisfied. Information about casual conversion can be found in Division 4A, Part 2-2, Chapter 2 of the Act. 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 (e.g. Maternity leave);
- (c) Long term illness;
- (d) Fixed term projects;
- (e) Seasonal workload changes;
- (f) In the event of organisational change;
- (g) Employees undertaking an accredited fixed term course of study;
- (h) Fixed term program funding;
- (i) Without limiting access to higher duties, backfilling where a legitimate recruitment process is occurring.

2.5.2 A temporary Employee will be notified in writing 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. Unless otherwise agreed, 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.

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

2.5.5 In the case where temporary positions are extended, the temporary Employee is to be advised in writing of the new finishing date and/or conditions of the extension.

2.5.6 A temporary employee, who has been employed for a period of at least two (2) years, can request in writing to be converted to permanent part-time or full-time employment. Such requests should not be unreasonably refused. Responses to requests will be provided in writing.

2.6 Notice of Termination of Employment

2.6.1 This clause does not apply to casual Employees.

2.6.2 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of the following notice in accordance with the NES by either Mater

or the Employee:

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

- 2.6.3 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.
- 2.6.4 Mater may make payment in lieu of the notice if Mater determines 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.
- 2.6.5 If an Employee who is at least 18 years of ages does not give the required notice under 2.6.2, Mater may, unless exceptional circumstances apply, deduct from wage due to the Employee under this Agreement an amount that is no more than one (1) week's wages for 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 2.8.6 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.

- (a) 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.

2.8.4 Where Mater identifies a suitable alternative position it will:

- (a) review the skills needed to perform the essential requirements of the position;
- (b) assess if the affected Employee has the necessary skills and relevant experience or is reasonably able to be retrained to perform in the position;
- (c) where it is assessed that the Employee is reasonably able to be retrained, provide such reasonable training as is necessary; and
- (d) offer redeployment.

2.8.5 Any consideration of redundancies of Employees' positions will follow the consultation process outlined in the Consultation clause 1.13 of the Agreement. An Employee may not unreasonably refuse a suitable alternative position. As per Mater's Redeployment and Redundancy Policy as amended 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 2.8.4 (d) above, no redundancy entitlement will be payable to the Employee.

2.8.6 Where it has been determined that a particular position(s) have been made redundant and redeployment is not suitable, Mater will offer to the affected Employee(s) external outplacement support where relevant to assist with career transition activities.

2.8.7 All entitlements to redundancy payments will be in accordance with the below table and will be in addition to the requisite notice period required as per clause 2.6. 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 period		
	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
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, which include:

- (a) 4% from the first full pay period on or after 1 July 2022 (noting that 2.5% of this 4% increase was administratively applied in November 2022);
- (b) 4% from the first full pay period on or after 1 July 2023; and
- (c) 3% from the first full pay period on or after 1 July 2024.
- (d) From 1 July 2025, the wage rates outlined in 'Schedule One – Wage Rates and Allowances' will apply.

3.2 Classification Structure, Appointments and Progression

3.2.1 Classification Structure

- (a) Employees covered by this Agreement will be classified according to the Work Level Statements set out in Schedule Two.

3.2.2 Appointment to Classification Levels

- (a) Except for clause 3.2.3, 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 may be recognised by Mater in determining the appropriate Paypoint within the classification.

3.2.3 Appointment to Level 2

- (a) An Employee who is appointed at Level 1 will progress to Level 2 on achieving appropriate skills and experience for Level 2 in accordance with a review:
 - (i) pursuant to the Mater's Performance Development Framework as amended or replaced; or

- (ii) requested by the employee.

3.2.4 Movement within Classification Levels 2 – 7

- (a) An Employee will progress from one Paypoint to the next within a classification level on completing 12 months full-time equivalent continuous service (1976 hours) on each Paypoint.
- (b) For the purpose of this clause, continuous service for a casual Employee ends if the employment is broken by more than three (3) months between the end of one (1) employment contract and the start of the next employment contract.
- (c) No Employee will be entitled to receive annual salary increments unless the Employee has carried out the role diligently, efficiently and to the required satisfaction, in accordance with Mater's Performance Development Framework as amended or replaced. 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.

3.2.5 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 the employee has already worked continuously for a 12 month full-time equivalent period (1976 ordinary hours) at the higher position, in which case 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 the 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 duties of the higher level role 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 as a shift or team leader for at least a minimum of one (1) shift, they will be paid at Paypoint 1 of the higher classification level 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 hours); or
- (b) Non-continuously for a period that aggregates in total to a 12 month full-time equivalent period (1976 hours) within the 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.

3.3.4 Where an Employee is acting in a role not covered by this Agreement, the Employee will be remunerated appropriately based on the role in which they are acting.

3.4 Job Evaluation Process

3.4.1 The job evaluation process will be conducted in accordance with Mater Job Evaluation policy as may be amended from time to time and 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; or
- (c) the position is unable to be classified by the Manager using the Work Level Statements contained in Schedule Two of this Agreement.

3.4.2 The process may be initiated by either the relevant Manager, or in the case of 3.4.1(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 The process must have the approval of the relevant Director, which will not be

unreasonably withheld.

- 3.4.5 The outcome, whether higher or lower, will be communicated to the Employee/s in a timely manner.
- 3.4.6 Where the evaluation process results in a change to a classification, the Employee will be notified in writing and the operative date of the change to the classification level will be the date the change is approved.

3.5 Superannuation

- 3.5.1 Mater will make compulsory 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 contributions are 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 part time Employees).
- 4.2.2 Leave may be taken at half pay for double the period of time by the employee agreeing that for the duration of the leave their current ordinary hours will be deemed to be halved and leave will accrue accordingly.

- 4.2.3 Notice requirements and other related information is detailed in the Mater policy which may be amended by Mater from time to time.

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 Long Service Leave - Entitlement

- 4.4.1 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.
- 4.4.2 Part-time and casual Employees accrue long service leave on a proportionate basis.
- 4.4.3 Payment of long service leave is based on the ordinary rate being paid to the Employee immediately before the leave is taken.
- 4.4.4 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.
- 4.4.5 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) as amended from time to time.
- 4.4.6 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 ordinary hours will be deemed to be halved and leave will accrue accordingly.
- 4.4.7 The minimum period of leave is one (1) week.

4.5 Cashing Out Long Service Leave

- 4.5.1 Employees with ten (10) or more years of service may apply to cash out a portion of their accrued long service leave (instead of taking the leave) in the following circumstances:
- 4.5.2 on compassionate grounds; or
- 4.5.3 on the ground of financial hardship.
- 4.5.4 All requests and supporting documentation must be submitted in writing and approval is subject to the discretion of the head of the Human Resources department.

4.6 Direction to take Long Service Leave

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

4.7 Annual Leave

- 4.7.1 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.
- 4.7.2 A full-time Employee who meets the definition of Shift Worker as defined in clause 1.7.1 (i) 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.
- 4.7.3 Subject to clause 4.9.1 (Direction to take Annual Leave – Excessive Balance), 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.
- 4.7.4 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 ordinary hours will be deemed to be halved and leave will accrue accordingly.
- 4.7.5 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 (25%)
Payment and leave loading	The Employee's ordinary wage rate as prescribed by the Agreement for the period of annual leave and 25% for 5 weeks.

4.8 Cashing out of Annual Leave

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

4.9 Direction to take Annual Leave – Excessive Balance

- 4.9.1 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 directed to take annual leave once in a twelve (12) month period unless otherwise agreed.

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

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 carers leave, that is, there is no additional accrual for carers 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 and where possible prior to the commencement of the shift, notifying their Manager of their absence and of its expected duration.

4.10.6 An Employee is required to support an application for personal/carer's leave with a medical certificate or any other evidence that is acceptable to Mater:

- (a) if the Employee is absent for more than two (2) consecutive rostered shifts; or
- (b) for any period of absence (paid and unpaid) where the Employee is on a formal attendance management program.

4.10.7 Despite clause 4.10.6(a), an employee may be notified that they are required to provide a medical certificate or any other evidence that is reasonably acceptable to Mater for a repeated 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. Such leave will therefore be paid and debited on the basis of hours actually taken.

4.11 Compassionate leave

4.11.1 An Employee is entitled to up 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. 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.

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.

4.12.3 The Mater Policy governing purchase of additional leave will apply.

4.13 Leave to deal with Domestic and Family Violence

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

4.13.2 Employees are entitled to 10 days paid leave per year in accordance with the NES and Mater policy.

4.14 Public Holidays

4.14.1 Work performed by an Employee on any day appointed as a public holiday under the Holidays Act 1983 (Qld), 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 with a minimum payment of four (4) hours.

4.14.2 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.

4.15 Christmas Period Closure and Concessional Day

Operation of Closure Arrangements

4.15.1 Mater will determine, in advance of the relevant Christmas/New Year period, whether a unit is to remain open or will be closed. The exact dates of the period may vary depending on when the days fall however, the period will always lie between Christmas and New Year.

4.15.2 This decision regarding such closure will be based on operational requirements.

Christmas Period Closure and Concessional Day

- 4.15.3 When facilities or services are closed, the affected Employees are required to take leave during the Christmas/New Year period.
- 4.15.4 Employees who do not have sufficient leave and whose unit will be closed, will either be offered redeployment within another area for the period or the option of taking Leave Without Pay (LWOP).
- 4.15.5 Employees who have access to TOIL arrangements under this Agreement or approval to use TOIL within a work unit may use those TOIL balances in place of annual leave over the compulsory closure period. Leave taken as TOIL over the compulsory closure period is to be taken for hours which would have been worked.
- 4.15.6 A Concessional Day, as determined in advance by Mater, is a day of leave that falls within the Christmas/New Year period without it being debited from the annual leave balance of an employee.
- 4.15.7 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.
- 4.15.8 Eligible Employees who are not required to work due to the unit being closed over the Christmas/New Year period will be required to take annual leave on the days not designated as public holidays and are entitled to the Concessional Day.
- 4.15.9 Those eligible for the Concessional Day are:
- (a) Full-time Employees and part time Employees, subject to clause 4.15.9(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 work on the day of the week on which the concessional day falls. No debit from the annual leave balance is made 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;
- 4.15.10 Casual Employees are not eligible for the Concessional Day.
- 4.15.11 Employees who are on annual leave or long service leave over the entire period, if

their unit is closed, are entitled to a Concessional Day.

- 4.15.12 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.

4.16 Jury Service

- 4.16.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary hours, will be reimbursed by Mater an amount equal to the difference between the amount paid in respect of their attendance for jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.
- 4.16.2 Alternatively, by agreement, fees (excluding meal allowance) received by the Employee to attend jury service will be paid to Mater and Mater will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.
- 4.16.3 Employees will notify Mater as soon as practicable of the date upon which they are required to attend for jury service and will provide Mater with proof of attendance, the duration of attendance and the amount received in respect of attendance.
- 4.16.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

4.17 Ceremonial Leave

- 4.17.1 An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes may apply to take up to 10 days unpaid leave in any one year, subject to Mater's approval.
- 4.17.2 In considering an Employee's request to access ceremonial leave, Mater must consider the following:
- (a) Mater's capacity to reorganise work arrangements to accommodate the Employee's request; and
 - (b) the impact of the Employee's absence on the delivery of customer service; and
 - (c) the Employee's circumstances.
- 4.17.3 The Employee must give Mater:
- (a) reasonable notice of the intention to take ceremonial leave before taking the leave; and

- (b) the reason for taking the leave; and
- (c) the period that the Employee estimates the Employee will be absent.

4.18 Reduced Activity Periods

4.18.1 There will be times when Mater will initiate a reduction in staffing level requirements, due to a reduction in operational activity.

4.18.2 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.

4.18.3 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 redeployed to another work area for the period, then Mater will:
 - (i) seek requests from employees who wish to be considered for redeployment; 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 4.9 (Direction to take Annual Leave – Excessive Balance).
- (d) Employees 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.

4.18.4 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, while also giving employees the notice. In undertaking the above actions, Mater where possible, will consider employee's individual circumstances.

4.18.5 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 Working a 38-hour week

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

5.1.2 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 5.2.
- (c) an average of 38 hours per week pursuant to Flexitime arrangements outlined in clause 5.3.

- (d) a compressed hours arrangement, where the fortnightly hours of 76 are worked over 9 days.

5.1.3 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 1.13.

5.1.4 The maximum shift length excluding any unpaid meal breaks must not exceed ten (10) hours per day, unless there is agreement between Mater and the majority of Employees concerned to implement twelve (12) hour shifts in accordance with clause 5.4 (12 Hour Shift) of this Agreement.

5.2 Accrued Day Off

5.2.1 Where Accrued Day Off 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 over the four (4) week work cycle with one day during that period rostered as an Accrued Day Off (ADO). In such circumstances, the 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 an ADO.

5.2.2 An Employee will be debited annual and personal/carer's leave based on the hours that were rostered on the day of any absence to allow for the accrual of an ADO.

5.2.3 Where, as at the date of termination of service, 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.

5.3 Flexitime

5.3.1 Where flexitime arrangements are implemented in a work unit, a full-time Employee may work thirty-eight (38) ordinary hours per week averaged over a two (2) week period by:

(a) accruing time worked in addition to 7.6 hours per day (accrued time); and

(b) taking the accrued time and be absent from work in the future.

5.3.2 In implementing flexitime, the Manager responsible for the work unit will determine the following:

(a) The operating hours of the unit;

(b) When Employees may accumulate accrued time; and

(c) The specific hours when Employees must attend work during a working day unless they have prior agreement from the Manager to take accrued time and be absent from work.

5.3.3 The taking of accrued time is to be agreed in advance between the Manager and the Employee to ensure business needs are met.

5.3.4 Employees will not accumulate accrued time unless work can be performed and is performed.

5.3.5 The Manager may direct the starting and ceasing times of Employees to meet business needs when required.

5.3.6 Where an Employee's time management is considered unsatisfactory by the Manager, the Manager may direct the Employee to work specific hours and not access flexitime arrangements for a specified period of time. Such a direction will not be given unless the Manager has:

- (a) raised at least one (1) instance of a time management concern with the Employee in the past and outlined to the Employee the time management expectations for the work unit;
- (b) identified at least one (1) further instance of a time management concern regarding the Employee;
- (c) provided the Employee with an opportunity to respond to the Manager's proposal to give the direction; and
- (d) considered the Employee's response.

5.4 12 Hour Shift

5.4.1 Where Mater identifies a need to extend the shifts of ordinary hours of Employees to support new models of care, changing health service needs or other operational requirements, 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.

5.4.2 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) hour 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.

5.5 Breaks Between Shifts

5.5.1 An Employee will be provided with ten (10) consecutive hours off duty between the completion of duty on one (1) shift and the commencement of duty on the following shift.

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

- (a) for the purpose of changing shift rosters in the case of shift workers; or
- (b) in any other case as agreed in writing between Mater and the Employee concerned.

5.6 Rostered Days Off

5.6.1 Employees must be allowed two (2) whole consecutive rostered days off in each week. Provided, that in lieu of two (2) whole days off in each week an Employee may be allowed in each fortnightly period:

- (a) one (1) day off in one (1) week and three (3) consecutive days off in the other week; or
- (b) four (4) consecutive days off; or
- (c) two (2) groups of two (2) consecutive days off.

5.6.2 Provided further that two (2) consecutive days off, one (1) 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 5.6.1.

5.7 Rosters

5.7.1 Employees will be notified of the roster one (1) calendar week in advance of the roster cycle with no changes made without providing at least seven (7) days' notice, or a shorter period if mutually agree. Any permanent changes to roster arrangements will be in accordance with clause 1.13 (Consultation).

5.8 Shift Penalties

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

Shift	Definition	Penalty
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Early Work	Means ordinary work performed before 06:00 Monday to Friday 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 after 19:00 Monday to Friday which does not qualify as either an Afternoon or Night Shift as defined below.	15% penalty for the hours worked after 19:00.
Afternoon	Means any shift worked Monday to Friday commencing on/or after 12:00 and finishing after 19:00.	15% penalty paid for the entire shift.
Night	Means any shift worked Monday to Friday commencing on/or after 19:00 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.

5.8.2 Shift penalties prescribed in clause 5.8.1 do not apply to working accrued time in accordance with clause 5.3.1 (a) as part of Flexitime arrangements.

5.9 Overtime

5.9.1 An Employee who is duly authorised by their Manager to perform work in excess of:

- (a) Ten (10) hours per day unless twelve (12) hour shifts have been introduced pursuant to clause 5.4.
- (b) their rostered ordinary hours in the case of Employees working ADO arrangements pursuant to clause 5.2; or
- (c) seventy-six (76) hours over the two (2) week period in the case of employees working flexitime arrangements pursuant to clause 5.3;

will be paid for such excess hours as overtime.

5.9.2 Overtime will be paid as follows:

- (a) Monday to Saturday – time and one-half for the first three (3) hours and double time thereafter;
- (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.

5.9.3 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.

5.10 Time off in lieu

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

5.11 Breaks

5.11.1 Unpaid Meal Breaks

- (a) An Employee who works in excess of six (6) 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 the Manager.
- (c) The time of taking the meal break may be varied by agreement between Mater and 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.

5.11.2 Paid Meal Break

- (a) If an employee is unable to take their meal break for operational reasons, the employee must take reasonable steps to discuss the situation with their relevant Manager or 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 (ie 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 payment at the Employee's ordinary rate of pay for the duration of the untaken meal break.

5.11.3 Tea breaks

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

5.11.4 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 below.
- (b) An Employee who works overtime on a Rostered Day Off will, after a period of five (5) hours overtime, receive a half hour paid meal break and be paid a meal allowance as prescribed below.
- (c) In addition to the allowance and breaks provided in clauses 5.11.4(a) and (b), for every additional four (4) hours of overtime worked, an employee will be paid a further meal allowance as prescribed 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.

First full pay period on or after

1 September 2022	1 September 2023	1 September 2024
\$14.10	\$14.66	\$15.10

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

PART 7 – ON CALL

7.1 On call

- 7.1.1 Employees who are instructed to be on call outside ordinary or rostered working hours (other than those Employees on IT On Call) will receive an allowance based upon the details specified in clause 7.2.

7.2 On call allowance

- 7.2.1 Where an Employee is instructed to be available on call outside ordinary or rostered working hours, such Employee will be paid, in addition to their ordinary rate of pay, an allowance in accordance with the following table:

	First full pay period on or after		
	1 July 2022	1 July 2023	1 July 2024
each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive	\$20	\$20.80	\$21.42
each 24 hour period or part thereof when the on-call period is on a Saturday	\$30	\$31.20	\$32.14
each 24 hour period or part thereof when the on-call period is on a Sunday, Public Holiday, Accrued Day Off or Rostered Day Off	\$40	\$41.60	\$42.85

7.2.2 Payment will be calculated by reference to the calendar day on which the major portion of the on-call period falls.

7.2.3 Where practicable, Mater must not require an Employee to be rostered on call for a period in excess of six (6) consecutive weeks.

7.3 IT On Call Allowance

7.3.1 IT Employees who are instructed to be on call outside ordinary or rostered working hours will receive an allowance as per the table in clause 7.3.3 below.

7.3.2 For the purposes of this Clause, 'IT On Call' means on call arrangements where:

- (a) an Employee is instructed to hold themselves available so as to respond to an interruption to an existing service that results in a significant disruption to the delivery

- (b) of patient care and/or the support of patient care; or
an Employee is instructed to hold themselves available so as to respond to provide assistance with respect to patient critical systems or patient entertainment system faults.

7.3.3 Where an Employee is instructed to hold themselves available on IT On Call outside ordinary or rostered working hours, they will be paid an on call allowance rate as follows:

	First full pay period on or after		
	1 July 2022	1 July 2023	1 July 2024
for the period that the Employee is required for IT On Call on any day other than a public holiday	\$3.12 per hour	\$3.24 per hour	\$3.34 per hour
for the period that the Employee is required for IT On Call on any day appointed as a public holiday	\$6.24 per hour	\$6.49 per hour	\$6.68 per hour

7.3.4 Eligible Employees will receive the IT On Call allowance instead of the standard on call allowance in Clause 7.2 of this Agreement.

PART 8 – RECALL

8.1 Recall Payment

8.1.1 For the time that an Employee on call in accordance with clause 7.2 and 7.3 is recalled to perform duties, the Employee is entitled to:

2.9.1

- (a) For a recall on Monday to Friday requiring attendance at a facility of 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 on Saturday or Sunday requiring attendance at a facility of 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.
- (c) Recall time is to be calculated from the Employee's place of residence back to the Employee's place of residence.
- (d) At the Employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. Such time to be calculated as from the Employee's place of residence back to the Employee's place of residence.
- (e) In the case of public holidays an Employee is entitled to a minimum of four (4) hours for the day. 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.

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 who is required by Mater to perform duties without the need to leave the Employee's place of residence and/or without the need to return to the facility, will receive payment at the prescribed overtime rate for the time worked with a minimum payment of one (1) hour, for each time the Employee performs such duties. If the Employee is required to again perform duties within that one hour (1) period, no further minimum payment will apply. Where there is agreement between the Employee and the Manager, the Employee may be granted time off at a mutually convenient time, equivalent to the number of hours worked in lieu of being paid the prescribed overtime rate.

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 two (2) hours prior to commencing ordinary duty will be paid at overtime rates with a minimum payment of two (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 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) Paid a uniform allowance as per the following table:

	First full pay period on or after		
	1 July 2022	1 July 2023	1 July 2024
first year of service	\$214.24	\$222.81	\$229.49
subsequent years	\$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 Mater subsequently provides the Employee with uniforms in accordance with clause 9.1.1 (a) (i).
 - (iv) Employees not required by Mater to wear uniforms are not entitled to receive a uniform allowance.
- (d) During the life of this Agreement, Mater will review the requirements for employees to wear uniforms and the associated costs to Mater and the Employees.

9.1.2 Laundry Allowance

- (a) A laundry allowance will be paid to full-time Employees 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 (clause 5.2) and time off in lieu of overtime (clause 5.10). The laundry allowance is not payable on any periods of paid or unpaid leave.
- (b) The laundry allowance per week is:

First full pay period on or after		
1 July 2022	1 July 2023	1 July 2024
\$4.60	\$4.78	\$4.93

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

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

10.1 Travelling Expenses

- 10.1.1 Where an employee is required to travel on official duty or to take up duty away from the employee's usual place of work, the employee will be reimbursed for actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.
- 10.1.2 Where an Employee is required to use a private vehicle for official business purposes he or she is entitled to claim reimbursement of kilometres travelled in accordance with the rates

prescribed by the Australian Taxation Office.

10.2 Excess Travelling Time

10.2.1 Where at the direction of Mater, an Employee is required to travel on official business as follows:

- (a) at times outside of their ordinary hours of duty; and
- (b) for more Than thirty (30) minutes in excess of their usual total travel time on that day between the Employee's place of residence and usual place of work;

the Employee will be paid for that excess travelling time at the ordinary hourly rate or by agreement provided with time off in lieu (both calculated to the nearest fifteen (15) minutes).

PART 11 – WORKPLACE HEALTH AND SAFETY

11.1 Workplace Health and Safety

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 recognizes Work Health and Safety obligations to establish Health and Safety Committees where required by the 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 in accordance with clause 11.2.1, the Employee must be paid double rates 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 subsequent 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 the sake of clarity this clause only applies for the time where work is physically performed by the Employee.

11.2.4 In the case where an IT Employee performs telephone on call/remote access on call and the Employee has taken a phone call, when required and approved by their Manager/Director, clause 11.2.3 will apply from the time of completing the phone call.

PART 12 – UNION RELATED MATTERS

12.1 Workplace Representatives and Union Delegates

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

12.1.2 To this end, after the Union delegate has sought confirmation from their Manager that service delivery will not be disrupted and work requirements will not be unduly affected, Union delegates and workplace representatives will be entitled to ordinary paid time off 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 the Mater staff/Union.
- (b) Attendance at staff consultative forums and any pre/post staff consultative forum meeting or Together Queensland, Industrial Union of Employees caucus on that

same day.

- (c) Attend meetings with other Employees as their nominated support person or to provide other reasonable support as required.

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

12.2 Attendance at Industrial 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 the Together Queensland, Industrial Union of Employees conferences or council meetings, may be granted upon application and is at the discretion of the relevant Employee's Director.

12.2.3 Such leave will be subject to Mater being able to release the Employee concerned from duty without unduly affecting the normal operation of the workplace. An application for leave pursuant to this clause should, where possible, be made eight (8) weeks prior to the date of commencement of the training. For the ASU conference, an application (wherever possible) should be made at least twelve (12) weeks prior to the commencement of the conference.

PART 13 – OVERPAYMENT

13.1 Overpayment

13.1.1 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

14.1 Leave Reserved/No Extra Claims

14.1.1 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

	1/07/2022		1/07/2023		1/07/2024		1/07/2025	
Corporate and Admin Services								
Classification	Hourly	Per Annum	Hourly	Per Annum	Hourly	Per Annum	Hourly	Per Annum
Corporate and Admin Services Level 2								
Level 2 Paypoint 1	\$ 27.58	\$ 54,676.00	\$ 28.68	\$ 56,863.00	\$ 29.54	\$ 58,569.00	\$ 32.02	\$ 63,498.00
Level 2 Paypoint 2	\$ 28.15	\$ 55,810.00	\$ 29.27	\$ 58,043.00	\$ 30.15	\$ 59,784.00	\$ 32.69	\$ 64,816.00
Level 2 Paypoint 3	\$ 28.74	\$ 56,989.00	\$ 29.89	\$ 59,269.00	\$ 30.79	\$ 61,047.00	\$ 33.38	\$ 66,183.00
Level 2 Paypoint 4	\$ 29.33	\$ 58,157.00	\$ 30.50	\$ 60,484.00	\$ 31.42	\$ 62,298.00	\$ 34.06	\$ 67,538.00
Level 2 Paypoint 5	\$ 29.92	\$ 59,333.00	\$ 31.12	\$ 61,706.00	\$ 32.05	\$ 63,557.00	\$ 34.75	\$ 68,899.00
Level 2 Paypoint 6	\$ 30.54	\$ 60,560.00	\$ 31.76	\$ 62,983.00	\$ 32.72	\$ 64,872.00	\$ 35.52	\$ 70,426.00
Level 2 Paypoint 7	\$ 31.24	\$ 61,947.00	\$ 32.49	\$ 64,425.00	\$ 33.47	\$ 66,358.00	\$ 36.44	\$ 72,245.00
Level 2 Paypoint 8	\$ 32.00	\$ 63,453.00	\$ 33.28	\$ 65,991.00	\$ 34.28	\$ 67,970.00	\$ 37.35	\$ 74,061.00
Corporate and Admin Services Level 3								
Level 3 Paypoint 1	\$ 34.09	\$ 67,592.00	\$ 35.45	\$ 70,295.00	\$ 36.52	\$ 72,404.00	\$ 39.79	\$ 78,888.00
Level 3 Paypoint 2	\$ 35.41	\$ 70,218.00	\$ 36.83	\$ 73,027.00	\$ 37.94	\$ 75,218.00	\$ 41.26	\$ 81,805.00
Level 3 Paypoint 3	\$ 36.76	\$ 72,890.00	\$ 38.23	\$ 75,806.00	\$ 39.38	\$ 78,080.00	\$ 42.72	\$ 84,698.00
Level 3 Paypoint 4	\$ 38.10	\$ 75,545.00	\$ 39.62	\$ 78,567.00	\$ 40.81	\$ 80,924.00	\$ 44.25	\$ 87,731.00
Corporate and Admin Services Level 4								
Level 4 Paypoint 1	\$ 40.43	\$ 80,170.00	\$ 42.05	\$ 83,377.00	\$ 43.31	\$ 85,878.00	\$ 46.96	\$ 93,103.00
Level 4 Paypoint 2	\$ 41.81	\$ 82,894.00	\$ 43.48	\$ 86,210.00	\$ 44.78	\$ 88,796.00	\$ 48.55	\$ 96,267.00
Level 4 Paypoint 3	\$ 43.17	\$ 85,596.00	\$ 44.90	\$ 89,020.00	\$ 46.24	\$ 91,691.00	\$ 50.13	\$ 99,404.00

Mater Corporate and Administration Services Enterprise Agreement 2023

Level Paypoint 4	4	\$ 44.55	\$ 88,329.00	\$ 46.33	\$ 91,862.00	\$ 47.72	\$ 94,618.00	\$ 51.73	\$ 102,572.00
Corporate and Admin Services Level 5									
Level Paypoint 1	5	\$ 46.99	\$ 93,176.00	\$ 48.87	\$ 96,903.00	\$ 50.34	\$ 99,810.00	\$ 54.57	\$ 108,207.00
Level Paypoint 2	5	\$ 48.38	\$ 95,918.00	\$ 50.31	\$ 99,755.00	\$ 51.82	\$ 102,747.00	\$ 56.18	\$ 111,387.00
Level Paypoint 3	5	\$ 49.76	\$ 98,654.00	\$ 51.75	\$ 102,600.00	\$ 53.30	\$ 105,678.00	\$ 57.78	\$ 114,566.00
Level Paypoint 4	5	\$ 51.13	\$ 101,384.00	\$ 53.18	\$ 105,440.00	\$ 54.77	\$ 108,603.00	\$ 59.38	\$ 117,732.00
Corporate and Admin Services Level 6									
Level Paypoint 1	6	\$ 54.02	\$ 107,119.00	\$ 56.19	\$ 111,404.00	\$ 57.87	\$ 114,746.00	\$ 62.74	\$ 124,394.00
Level Paypoint 2	6	\$ 55.31	\$ 109,668.00	\$ 57.52	\$ 114,055.00	\$ 59.25	\$ 117,476.00	\$ 64.23	\$ 127,354.00
Level Paypoint 3	6	\$ 56.59	\$ 112,202.00	\$ 58.85	\$ 116,690.00	\$ 60.62	\$ 120,191.00	\$ 65.71	\$ 130,295.00
Level Paypoint 4	6	\$ 57.87	\$ 114,745.00	\$ 60.19	\$ 119,335.00	\$ 61.99	\$ 122,915.00	\$ 67.20	\$ 133,248.00
Corporate and Admin Services Level 7									
Level Paypoint 1	7	\$ 60.56	\$ 120,068.00	\$ 62.98	\$ 124,871.00	\$ 64.87	\$ 128,617.00	\$ 70.32	\$ 139,436.00
Level Paypoint 2	7	\$ 62.03	\$ 122,998.00	\$ 64.51	\$ 127,918.00	\$ 66.45	\$ 131,755.00	\$ 72.04	\$ 142,832.00
Level Paypoint 3	7	\$ 63.51	\$ 125,933.00	\$ 66.05	\$ 130,971.00	\$ 68.04	\$ 134,900.00	\$ 73.76	\$ 146,244.00
Level 7 Paypoint 4		\$ 64.99	\$ 128,857.00	\$ 67.59	\$ 134,011.00	\$ 69.61	\$ 138,031.00	\$ 75.47	\$ 149,640.00

SCHEDULE TWO - 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. The positions referred to in this document apply across Mater.

Types of Positions:

The work level statements in the agreement cover 3 types of positions: Administrative, Technical and Professional, which are typically found within Health Administration; Finance; Information & Technology; Property Services; Human Resources; and Marketing Divisions.

1. **Administrative positions** are generally essential for assisting technical, professional and managerial positions in delivering administrative support services. Employees in administrative positions are usually engaged in the use, development and maintenance of business and information processes, preparation of papers, correspondence and reports, as well as front line service delivery.
2. **Technical positions** generally provide specialist/technical information or a service to support Mater businesses. Employees holding technical positions are likely to undertake operational investigations, modify processes, analyse and diagnose technical problems and initiate rectification.
3. **Professional positions** are characterised by the provision of professional advice, services, specialist expertise and the application of a professional body of knowledge and experience. These positions are likely to analyse, quantify, resolve and deliver business plans and strategies, commercial/financial outcomes, policies and programs.

Generic Descriptors:

The work level statements include generic descriptors of the requirements at each level. Each level description incorporates the responsibilities of the level beneath it.

The generic descriptors are divided into 3 parts: knowledge, problem solving and accountability. The scope of each part is as follows:

1. **Knowledge**

This covers the knowledge and skill required to complete the job in a satisfactory manner. It includes both the level and type of knowledge and experience.

2. Problem Solving

This covers the complexity inherent in the problem solving. It includes:

- the extent to which guidance is available and the extent to which rules and precedents apply,
- the level of analysis required,
- the extent to which judgement is required,
- the degree of difficulty and the freedom to think.

3. Accountability

This covers the extent to which the position:

- is accountable for producing an identifiable, measurable end result, and
- has the authority to act and to approve or make decisions.

It includes:

- type and extent of impact over organisational resources,
- freedom to act,
- degree of influence required to achieve the end result
- impact on the end result, and
- scope and breadth of responsibility, including the degree of responsibility of the work of others.

Typical Duties:

In each level, there are a number of typical duties that are undertaken, some of which are specific to work areas. It should be noted that:

1. the lists of typical duties are not exhaustive but are indicative only; and
2. administrative duties are carried out in all Divisions covered by this Agreement – not only limited to Health Administration.

WORK LEVEL DESCRIPTOR: LEVEL 1

No staff are employed, or will be employed at Level 1.

WORK LEVEL DESCRIPTOR: LEVEL 2

Descriptor	Details
Knowledge	• Performs prescribed work within routine standardised procedures for the allocated work area/s. • Understands how the processes in their work area/s interact with other related areas. • Requires a sufficient level of communication skills to explain a process within set procedures and guidelines.
Problem Solving	• Completes tasks with pre-determined instructions and a clearly defined choice of alternative procedures. • Solves predictable problems by applying solutions covered by procedures and instructions.
Accountability	• Works under routine supervision either individually or as part of a team. • Adheres to procedures and completion of prescribed routine tasks within the prescribed time frame. • Deviation from procedures and unfamiliar situations are referred to higher levels. • May assist staff in own work group or team but is not accountable for the work of others.
Typical Duties: Administrative	• Task oriented • General reception duties • Filing • Data entry • Records maintenance • Retrieve, deliver, file, store, sort, move documents and records • Sort, deliver, pick up, collect mail • Prepare and scan documentation into a scanning system
Typical Duties: Finance	• Filing • Batch checking • Transactional data entry
Typical Duties: IT	• Limited Tier 1 support tasks: eg. basic telephony support on mobile phones and CISCO handsets • Limited quoting on ICT

WORK LEVEL DESCRIPTOR: LEVEL 3

Descriptor	Details
Knowledge	• Uses advanced knowledge of standardised procedures within the allocated work area/s. • Has ability to organise, influence and communicate with others to achieve work objectives on a task or transactional basis. • Has broad knowledge of the organisation's functions and activities and a comprehensive knowledge of the major activity performed by the work area/s.
Problem Solving	• Exercises judgement and initiative within defined procedures, precedents, guidelines or instructions. • Solves problems within established systems, practices and procedures, based on prior experience and knowledge. • Guidance is available.
Accountability	• Works with a degree of autonomy and is subject to regular evaluation. • Approval must be sought before deviating from procedures or operating guidelines. • Responsible for achieving the required standards and results within the prescribed timeframe. • Identifies opportunities for improvement to business processes and recommends or creates processes. Implements amendments with support. • May be responsible for assisting or reviewing work undertaken by other team members on a day-to-day basis. • May be responsible for contributing to the development of team members.
Typical Duties: Administrative	• Reception duties including health fund checking • Takes patient payments and reconciles banking • Ward reception duties including admitting and discharging patients • Bookings and admissions • Course enrolments • Event coordination • Purchasing (orders, invoices and receipt of goods) • Inventory Control • Schedule maintenance work for internal & external staff • Produces BEIM reports and monitors work queues • Senior business support • Perform clinical transcription • Action requests for patient information • Review and correct basic data quality issues

Typical Duties: Finance	• Predominantly data entry • Handles phone enquiries • Accounts payable, receivable and billing Public/Private Outpatients
Typical Duties: IT	• Tier 1 service desk support • Basic Tier 2 desktop support with guidance when dealing with complex incidents and/or high business impact incidents • Request fulfilment (e.g. user provisioning, quoting and installation of ICT) • Contribute to system upgrades, testing and documentation • Low-level technical development capability
Typical Duties: HR	• Checks and interprets information, determines next step within established system and then actions • Payroll processing • Administering Health & Safety systems and processes • First response telephone and/or electronic support services

WORK LEVEL DESCRIPTOR: LEVEL 4

Descriptor	Details
Knowledge	- Applies skilled knowledge including the understanding of concepts, processes, procedures and principles, to check for accuracy, analyse and recommend alternatives. - A sound knowledge of the organisation's operations combined with a skilled operational knowledge of work processes and systems. - May require the ability to co-ordinate team members, set priorities and monitor workflow.
Problem Solving	- Investigates, interprets or evaluates information where legislation, regulations, instructions, procedures, guidelines do not provide adequate or specific answers. - Solutions may be developed and implemented with approval.
Accountability	- Works under general direction, related to task methodologies and work practices, to achieve work priorities that may be technical, professional, procedural or process or a combination of these. - Is responsible for the identification of opportunities for improvement to business systems and processes, and implements improvement initiatives with approval. <u>Where the role is responsible for a work group/ area(s):</u> - Responsible for co-ordination of a work group or the work of others to maximise operational effectiveness. - Takes budget parameters into account when co-ordinating work group activities but does not have responsibility for budget. - Responsible for co-ordinating the learning and development of team members.
Typical Duties: Administrative	- Management of rosters and shift requirements for work area/s - Kronos timesheet management for team - Provides guidance and/or supervision to lower level employees - Responsible for ensuring and maintaining data quality - Create procedures, work instructions, guidelines and education material - Audit performance/compliance against established procedures - Generate accurate clinical coding - Procurement - Property and assets management - Participates in the recruitment and orientation of new employees
Typical Duties: Finance	- Inpatient billing to Private Health Funds - Accounting processes - Senior and/or supervisory responsibilities

Typical Duties: IT	• Tier 2 desktop support including management of complex incidents with minimal support • Audio visual support and advice • Tier 3 support for end user devices (e.g. packaging of software applications and advanced desktop troubleshooting) • IT Problem Management (e.g. troubleshooting of recurring IT faults) • Mentoring staff on Tier 2 troubleshooting and/or supervisory responsibilities • Complete tasks related to application upgrades and new application implementations • Complete application testing as per approved testing procedure
Typical Duties: HR	• Checks and interprets complex information to determine and implement next steps and actions. • Provides specialist advice in area of expertise • Provides guidance and/or supervision to lower level employees • Coordination of volunteers

WORK LEVEL DESCRIPTOR: LEVEL 5

Descriptor	Details
Knowledge	• Applies specialist knowledge, including the understanding of concepts, processes, procedures and principles, to check for accuracy, analyse and recommend alternatives. • Applies and contributes to the quality of a theoretical body of knowledge, including the underlying principles and concepts. • Provides specialist technical or administrative guidance to others. • Has sound understanding of, and experience in, using change and efficiency principles and tools.
Problem Solving	• Exercises judgement and initiative for actions within a range of procedures, precedents, rules or guidelines. • Applies lateral thinking to solve problems and identify alternatives, taking into consideration appropriate procedures, precedents, rules or guidelines. • Coordinates the determination of timelines and priorities in consultation with clients and peers. • Obtains guidance for decisions to be made on issues outside established procedures, policies or precedents.
Accountability	• Acts autonomously within set guidelines. • Responsible for the coordination of resources and processes to achieve the required outcomes. • Responsible for the delivery of quality business outcomes in line with business goals and strategy. • Is responsible for the identification of opportunities for continuous improvement to business systems and processes in work area/s, and for the development of implementation initiatives. <u>Where the role is a technical specialist or professional:</u> • Responsible for the skilled advice given within the applicable procedures or guidelines. <u>Where the role is responsible for a work group/ areas(s):</u> • Accountable for supervising, and for the learning and development of team members. • Supervises team within budgetary constraints, including roster and leave management

Typical Duties: Administrative	• Coordinates and provides admin support • Delegates work to others • Participates in working groups or similar to provide input to change initiatives • Implements process improvements • Undertakes recruitment and orientation of new employees • Generate accurate clinical coding, plus lead coder-clinician engagement initiatives to improve clinical documentation and clinical coding accuracy, conduct clinical coding audits, and support, coach and educate other clinical coders/advanced clinical coders • Design clinical forms • Project coordination (organisation of resources and timelines to ensure project outcomes are met) • Contracts management
Typical Duties: Finance	• Uses knowledge of systems and processes to produce reports and detailed analysis • Identifies opportunities for process improvement and implements solutions • May interact with functions outside of Finance • Accounting specialist
Typical Duties: IT	• Tier 2 desktop support for advanced and complex scenarios including working with infrastructure teams to resolve incidents that span multiple technology domains. Provide leadership and guidance to fellow team members in problem management and high business impact incident management. • Tier 3 IT support (e.g. packaging of software applications, advanced desktop troubleshooting, server monitoring and back-up management) • Tier 3 Application Support • Tier 2 Network/telephony administration, support and system administration including after-hours on call support • Tier 3 troubleshooting of IT problems (recurring IT faults) including escalation to vendors and IT management • Maintain system and training documentation and work instructions • Manage system upgrades with assistance of Manager or Senior Technical Officer • Desktop delivery infrastructure management (installs, upgrades & Tier 3 troubleshooting) eg VDI (citrix) infrastructure , group policy management, standard operating environment (SOE), AppSense • IT Security Operational tasks eg. proxy and firewall policy management • Undertake database administration and data integration tasks to junior level (trainee) • Generate documentation related to application management and provide advice on best practice • Work collaboratively in developing application test plans (including application integration) • Statutory extracts and reporting

Typical Duties: HR	• Has responsibility for people within their work area • Senior specialist • Uses technical knowledge in systems and processes to produce reports and detailed analysis • Identifies opportunities for process and system improvement and implements solutions • May interact with functions outside of HR, and across multiple organisations • Uses advanced knowledge of systems to develop business solutions • Project coordination (organisation of resources and timelines to ensure project outcomes are met)
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WORK LEVEL DESCRIPTOR: LEVEL 6

Descriptor	Details
Knowledge	- Detailed knowledge of a wide range of company policies, procedures and relevant legislation. - Applies or interprets legislation, regulations, guidelines or instructions relating to area/s of specialty. - Draws up guidelines, rules or instructions for use by others. - Apply the principles of responsible stewardship of resources in the achievement of corporate goals. - Experience in designing and implementing organisational change and efficiency improvement initiatives. <u>Where the role is a technical specialist or professional:</u> - Subject matter expert in a body of knowledge within their area/s of specialty. <u>Where the role is responsible for a work group/ area(s):</u> - Supervisory skills and knowledge of human resources and workplace health and safety policies.
Problem Solving	- Executes tasks and sets priorities with limited direction. - Undertakes tasks of a complex or specific nature that can encompass a major area/s of the operations of the business. - Solves problems through considering diversified procedures and precedents covering a variety of situations.
Accountability	- Acts independently within set guidelines, including the use and allocation of resources in work area/s. - May be accountable for analysis, evaluation, review or development of systems and procedures for use by others. - Controls or coordinates projects or programs in line with corporate goals. - Decisions and delegations exercised may have noticeable impact on day-to-day operations. - Responsible for the delivery of quality business outcomes in line with business goals and strategy. - Is responsible for the identification of opportunities for continuous improvement to business systems and processes in work area/s, and for the development of implementation initiatives. Contributes to the development of a continuous improvement mindset in work area/s of specialty. <u>Where the role is a technical specialist or professional:</u> - Provides expert advice, analysis, data and information in area/s of specialty, within laid down parameters. <u>Where the role is responsible for a work group/ area(s):</u>

	• Supervisory duties of a team or area/s form an important part of the role. • Oversees use of budget allocations within work area.
Typical Duties: Administrative	• Responsible for efficient running of area within constraints of budget • Reviews budget to ensure projects and process improvements can be implemented • Audits data accuracy and trains staff where necessary • Service management • Quality management • Project design and management • Information management • Audit clinical coding; identify training needs, develop and deliver education and training sessions for Coding staff and Clinical staff; mentor Clinical Coders; undertake data analysis, data validation and reconciliation activities of coded data
Typical Duties: Finance	• May develop procedures and guidelines • Conducts high-level system based problem solving • Designs process improvements and implements solutions in area of expertise • Develops budgets, activity reporting and patient flow processes
Typical Duties: IT	• Tier 3 IT and Network support (e.g. data centre management, technical architecture, design, procurement, documentation and implementation of IT Infrastructure, IT Security management, maintenance of IT infrastructure, SAN storage management, Back-end infrastructure upgrades (storage, VMware) • Design and embed new processes and improvements into systems • Troubleshoot complex business processes and system issues • Independently lead software development projects • Provide advice and direction to IT support staff on troubleshooting IT problems (recurring IT faults) • Stakeholder Management • Independently lead small, medium and large system upgrades • Development of requirements to deployment of solution • Lead major application upgrades and manage team resources as required • Create and review application management documentation • Design and approve application test plans • Perform complex analysis on application changes driven by business change

WORK LEVEL DESCRIPTOR: LEVEL 7

Descriptor	Details
Knowledge	- Operates within a complex and diverse environment. - Thorough knowledge of the operations or functions of the work area and how it contributes to the implementation of business strategy. - Ability to apply or interpret legislation, regulations, guidelines or instructions relating to work area/s or area/s of specialty. - Knowledge of business requirements and the implementation of business strategy. - Financial knowledge and acumen, appropriate to the activity, program or goal of the work area/s. - Demonstrated success in achieving change and business efficiency improvement outcomes. <u>Where the role is a technical specialist or professional:</u> - Senior subject matter expert in a body of knowledge within area/s of specialty. - Requires highly developed analytical skills. <u>Where role is responsible for a work group:</u> - Leadership capabilities to manage and motivate a team, apply human resources and workplace health and safety policies, implement employee learning and development.
Problem Solving	- Receives broad direction to undertake activities of a complex or specific nature within area/s of control or area/s of expertise. - Highly developed problem solving skills to solve problems which may not be governed by policy, procedure, instructions or guidelines. - Exercises own judgement, discretion and initiative in the choice and application of varied procedures, precedents, rules, guidelines or instructions.

Accountability	- Has significant independence of action, within set guidelines, including the use and allocation of resources. - Applies knowledge and experience in day-to-day decision making. - Decisions and delegations exercised may have a significant impact on day-to-day operations. - Responsible for the achievement of quality business outcomes in line with business goals and strategy. - Responsible for the identification of opportunities for continuous improvement to business systems and processes in work area/s and area/s of expertise, and for the development of implementation initiatives. - Is responsible for developing a continuous improvement mindset in work area/s of specialty. <u>Where the role is a technical specialist or professional:</u> - Is subject matter expert for area/s of specialty and is responsible for advice provided. - Contributes to the development of operational and service plans in area/s of specialty. <u>Where the role is responsible for a work group/ area (s):</u> - Leading and providing guidance to one or more work team or work area/s, forms a significant part of the role.
Typical Duties: Administrative	- Manages staff across the work area/s - Responsible for financial reporting and analysis - Undertakes budget forecasting - Reviews processes and introduces quality improvements - Program management and/or senior project design and management - Business development
Typical Duties: Finance	- Interprets business needs, develops costing approaches and other financial business solutions - Provides high level analysis - Liaises with internal and external stakeholders
Typical Duties: IT	- Supervise and direct staff in the delivery of technical architecture, design, procurement, documentation and implementation of IT Infrastructure - Technical lead e.g. provide advice to IT Management on ICT solution design - Vendor management and IT Change approval

SIGNATURES

Signed for and on behalf of **Mater Misericordiae Limited:**

Print Name:

Signature:

Capacity:

Address:

Date:

In the presence
of:

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

Print Name:

Signature:

Capacity:

Address:

Date:

In the presence
of:

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/2084

Applicant: Mater Misericordiae Limited

Section 185 – Application for approval of a single enterprise agreement

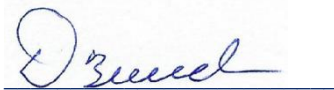
Undertaking – Section 190

I, Derek Broanda, Director – Employment Arrangements, have the authority given to me by Mater Misericordiae Limited to give the following undertakings with respect to the *Mater Medical Officers Enterprise Agreement 2023* ("the Agreement"):

1. In relation to cl 5.3 of the Mater Medical Officers Enterprise Agreement 2023 (Shiftworker):
 - a. Where an employee would have been covered by the Medical Practitioners Award 2020, save for the Agreement, and the Award provides a more favourable definition of shift worker for the employee, Mater will apply the Award term.
2. 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.

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 "D Broanda", written over a horizontal line.

Date

21 June 2024