



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Mater Misericordiae Limited

(AG2023/1954)

MATER HEALTH PROFESSIONAL'S ENTERPRISE AGREEMENT 2023-2025

Health and welfare services

COMMISSIONER DURHAM

BRISBANE, 25 SEPTEMBER 2023

Application for approval of the Mater Health Professional's Enterprise Agreement 2023-2025

[1] An application has been made for approval of an enterprise agreement known as the Mater Health Professional's Enterprise Agreement 2023-2025 (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Mater Misericordiae Limited (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Submissions were made by the Applicant and the Australian Municipal, Administrative, Clerical and Services Union-Queensland Together Branch (**Together ASU**) on 22 and 28 August 2023 regarding annual leave and long service leave. I am satisfied that the undertakings provided address the concerns raised by Together ASU.

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

[5] The Association of Professional Engineers, Scientists and Managers, Australia (**APESMA**), United Workers' Union (**UWU**) and Together ASU lodged Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers APESMA, UWU and Together ASU.

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



COMMISSIONER

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Mater Health Professionals' Enterprise Agreement 2023-2025

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

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1. PART 1 – PRELIMINARY MATTERS

1.1 Title

- 1.1.1 This Agreement will be known as the *Mater Health Professional's Enterprise Agreement 2023 - 2025*.

1.2 Date and Period of Operation

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

1.3 Renewal or Replacement Agreement

- 1.3.1 The Parties will aim to commence 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 the *Mater Health Practitioners' Enterprise Agreement 2019-2021* (AG2020/3033) and the *Mercy Health and Aged Care Central Queensland Limited – Allied Health – Enterprise Agreement 2014-2016* (AG2014/8479).
- 1.4.2 This Agreement is a comprehensive Agreement and replaces all other awards, orders of Industrial Commissions or Industrial Agreements that would otherwise apply to Health Professionals, save that it does not exclude laws dealing with long service leave, occupational health and safety and workers' compensation.
- 1.4.3 The National Employment Standards (NES) apply to Health Professionals' employment and nothing in this Agreement excludes the NES.

1.5 Coverage

- 1.5.1 This Agreement covers Mater and Health Professionals directly employed by Mater.
- 1.5.2 This Agreement also covers:
- 1.5.2.1 the Australian, Municipal, Administrative, Clerical and Services Union, Queensland Together Branch (TQ), provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the document to approve the Agreement, that the Agreement covers TQ

1.5.2.2 The Association of Professional Engineers, Scientists and Managers, Australia (Professionals Australia) provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the document to approve the Agreement, that the Agreement covers Professionals Australia;

1.5.2.3 The United Workers' Union (UWU) provided written notice is given in accordance with section 183(1) of the Act and the Fair Work Commission notes in the document to approve the Agreement, that the Agreement covers UWU.

1.6 Objectives of the Agreement

1.6.1 The parties to this Agreement are committed to:

- (a) improving and maintaining quality health services;
- (b) maintaining a stable industrial relations environment;
- (c) collectively striving to achieve quality outcomes for patients;
- (d) achieving a skilled, motivated and adaptable workforce; and
- (e) providing fair remuneration for work done.

1.7 Definitions

1.7.1 In this Agreement, the following definitions apply:

- (a) **Accrued Day Off** means a day accrued as a result of the method of working ordinary hours where Health Professionals are rostered off on various days of the week during a particular work cycle (e.g. fortnightly or monthly). A Health Professional may have one or more days off during that cycle.
- (b) **Act** means the *Fair Work Act 2009* (Cth).
- (c) **Agreement** means *Mater Health Professionals' Enterprise Agreement 2023-2025*.
- (d) **Approval** means approval of the Agreement by the Fair Work Commission.
- (e) **Health Professional** means an employee employed in an occupation which meets the requirements of a work level statement in Schedule 3. An indicative list of health professional occupations is provided at Schedule 2.
- (f) **Immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Health Professional; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Health Professional.

- (g) **Mater** means Mater Misericordiae Limited ACN 096 708 922.
- (h) **Mater Policy** means a policy or procedure in place within Mater which may be amended from time-to-time.
- (i) **National Employment Standards (NES)** means the standards contained in the Act.
- (j) **Paypoint** means the specific rate of remuneration payable to Health Professionals within a classification level.
- (k) **Rostered Days Off** means those days in each work cycle where a Health Professional is not rostered for ordinary working hours and this excludes an Accrued Day Off.
- (l) **Services** means services ordinarily performed by Mater Health Professionals in Health Professionals classifications set out in Schedule 1 of this Agreement
- (m) **Shift Worker**, for the purposes of the NES (s 87 of the Act) means a Health Professional who either:
 - (i) works in a service which operates on a 24/7 basis; and
 - (ii) performs their duties in rotation through the various shifts covering the 24/7 operation, as allocated by Mater, which includes a minimum of twenty (20) afternoon and twenty (20) night shifts in a twelve (12) month period (or a pro rata number of afternoon and night shifts for a part time Health Professional); or
 - (iii) is regularly rostered to work Sundays and public holidays.
- (n) **Union** means a union covered by this Agreement as provided by clause 1.5.2.
- (o) **Work Level Statement** means a concise statement of the duties, skills and responsibilities indicative of a given classification level.

1.8 Posting of the Agreement

- 1.8.1 A copy of this Agreement will be posted on the Mater intranet site, so as to be easily read by all Health Professionals.

1.9 Prevention and Settlement of Disputes

- 1.9.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

- 1.9.2 A dispute formally commenced under the *Mater Health Practitioners' Enterprise Agreement 2019-2021* or the *Mercy Health and Aged Care Central Queensland Limited – Allied Health – Enterprise Agreement 2014-2016* but not concluded at the time at which this Agreement

commences, will continue to be dealt with in accordance with the relevant provisions of the *Mater Health Practitioners' Enterprise Agreement 2019-2021* or *Mercy Health and Aged Care Central Queensland Limited – Allied Health – Enterprise Agreement 2014-2016* as relevant to the dispute.

- 1.9.3 A Health Professional who is a party to the dispute may appoint a representative, including a union representative, for the purposes of the procedures in this term.
- 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 Health Professional/s, including their nominated representative and relevant supervisors and/or management.
- 1.9.5 Disputes that are unable to be resolved at the workplace level under clause 1.9.4 are to be escalated in writing to the Industrial Relations Team (however named), People and Learning in Mater. This can occur via any means, ~~including by raising the dispute as an agenda item at a consultative forum meeting.~~
- 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 two (2) stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

- 1.9.8 A decision the 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.
- 1.9.9 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) A Health Professional 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) a Health Professional 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 Health Professional to perform; or
- (iv) there are other reasonable grounds for the Health Professional to refuse to comply with the direction.

1.9.10 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 a Health Professional covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of Mater and the Health Professional 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 Health Professional.

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- (c) result in the Health Professional being better off overall than the Health Professional 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 Health Professional; and
- (c) is signed by Mater and the Health Professional and if the Health Professional is under 18 years of age, signed by a parent or guardian of the Health Professional; 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 Health Professional 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 Health Professional a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

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

1.11 Consultation

1.11.1 Mater is committed to consulting Health Professionals and their union representatives when Mater decides to introduce a major change that affects the workforce. Health Professionals will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their union representative and respond to such information.

- (a) This term applies if Mater:
 - (i) 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 Health Professionals; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Health Professionals.

1.11.2 Major change:

- (a) For a major change referred to in paragraph 1.11.1(a)(i):
 - (i) Mater must notify the relevant Health Professionals of the decision to introduce the major change; and
 - (ii) subclauses (b) to (h) apply.
- (b) The relevant Health Professionals may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant Health Professional appoints, or relevant Health Professionals appoint, a representative for the purposes of consultation; and

- (ii) the Health Professional or Health Professionals 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 Health Professionals:
 - 1. the introduction of the change; and
 - 2. the effect the change is likely to have on the Health Professionals; and
 - 3. measures Mater is taking to avert or mitigate the adverse effect of the change on the Health Professionals; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Health Professionals:
 - 1. all relevant information about the change including the nature of the change proposed; and
 - 2. information about the expected effects of the change on the Health Professionals; and
 - 3. any other matters likely to affect the Health Professionals.
- (e) However, Mater is not required to disclose confidential or commercially sensitive information to the relevant Health Professionals.
- (f) Mater must give prompt and genuine consideration to matters raised about the major change by the relevant Health Professionals.
- (g) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub clauses 1.11.2(a)(i), (b) and (d) are taken not to apply.
- (h) In this term, a major change is *likely to have a significant effect on Health Professionals* if it results in:
 - (i) the termination of the employment of Health Professionals; or
 - (ii) major change to the composition, operation or size of Mater's workforce or to the skills required of Health Professionals; 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 Health Professionals; or
 - (vi) the need to relocate Health Professionals to another workplace; or
 - (vii) the restructuring of jobs.

1.11.3 Change to regular roster or ordinary hours of work

- (a) For a change referred to in paragraph 1.11.1(a)(ii):

- (i) Mater must notify the relevant Health Professionals of the proposed change; and
 - (ii) subclauses 1.11.3(b) to (f) apply.
- (b) The relevant Health Professionals may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant Health Professional appoints, or relevant Health Professionals appoint, a representative for the purposes of consultation; and
 - (ii) the Health Professional or Health Professionals 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 Health Professionals the introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the relevant Health Professionals:
 - 1. all relevant information about the change, including the nature of the change; and
 - 2. information about what Mater reasonably believes will be the effects of the change on the Health Professionals; and
 - 3. information about any other matters that Mater reasonably believes are likely to affect the Health Professionals; and
 - (iii) invite the relevant Health Professionals 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 Health Professionals.
- (f) Mater must give prompt and genuine consideration to matters raised about the change by the relevant Health Professionals.
- (g) In this term “*relevant Health Professionals*” means the Health Professionals who may be affected by a change referred to in subclause 1.11.1(a).

1.12 Mater Consultative Forum

- 1.12.1 The Mater Consultative Forum (MCF) is established and will operate in accordance with 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.

2. PART 2 – BASIS OF EMPLOYMENT

2.1 Confirmation of Employment

- 2.1.1 Every Health Professional 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 Health Professionals

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

2.3 Part-time Health Professionals

- 2.3.1 A part-time Health Professional means a Health Professional, other than a casual Health Professional, 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 Health Professionals of the same classification.

- 2.3.2 A part-time Health Professional'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 there is written agreement in accordance with clause 5.55 (12 Hour Shift)

- 2.3.3 The following conditions apply to part-time Health Professionals:

- (a) The minimum rostered shift length for a part-time Health Professional is three (3) hours provided that where a part-time Health Professional 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 ten (10) hours on any one shift (or twelve (12) hours where clause 5.5 (12 Hour Shift) applies) or seventy-six (76) hours per fortnight will be paid at overtime rates in accordance with clause Overtime 5.10 (Overtime).

- 2.3.4 Where a part-time Health Professional 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 2.3.1 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 5.10 (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 Health Professional will 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) Qualification Allowance clause 6.4.
- (b) On Call Allowance clause 7.1.
- (c) Meal Allowance clause 5.12.3.

2.3.6 Subject to the provisions contained in this Agreement, all other provisions of this Agreement applicable to a full-time Health Professional will apply *pro rata* to a part-time Health Professional.

2.4 Casual Health Professionals

2.4.1 A casual Health Professional means a Health Professional, other than a part-time Health Professional as defined in clause 2.3.1, who is engaged as a casual Health Professional and paid on an hourly basis.

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

2.4.3 A casual Health Professional will be paid a loading of 25% in addition to the applicable hourly rate of pay for the relevant classification.

2.4.4 Where applicable, a casual Health Professional 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.

2.4.5 A casual Health Professional may also be entitled to the payment of any applicable allowances based *pro rata* on the number of hours worked provided that the following provisions apply in full:

- (a) Qualification Allowance clause 6.4.
- (b) On Call Allowance clause 7.1.
- (c) Meal Allowance clause 5.12.3.

2.4.6 Casual employment will not be used by Mater to permanently fill any full-time or part-time positions.

2.4.7 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 5.5 (12 Hour Shift).

- 2.4.8 Except as under clause 4.3 (Long Service Leave – Entitlement) a casual Health Professional will not be entitled to any other paid leave.
- 2.4.9 Casual Health Professionals are not entitled to Professional Development Allowance or Leave.
- 2.4.10 If it is subsequently determined by a court or tribunal (of competent authority) or due to any other reason that a Health Professionals' employment status is not casual; the casual loading paid to the Health Professional will offset any other entitlement (including annual and personal/carer's leave) that may have accrued or that the Health Professional may be entitled to as a result of the determination.

2.5 Temporary Health Professionals

- 2.5.1 A temporary Health Professional is a Health Professional 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) Health Professionals 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 Health Professional 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 Health Professional will be provided with details of the conditions of employment.
- 2.5.4 If a temporary Health Professional holds a substantive position prior to taking up a temporary position (that is either permanent or has a fixed term end date after the conclusion of the temporary appointment) they will return to that substantive position upon completion of their temporary position.

- 2.5.5 Any period of employment for a temporary Health Professional will be counted as continuous service for the purpose of calculating any entitlements in accordance with legislative requirements.
- 2.5.6 When temporary positions are extended, the Health Professional is to be advised in writing of the new finishing date and/or conditions of the extension.

2.6 Notice of Termination of Employment

- 2.6.1 This clause does not apply to casual Health Professionals.
- 2.6.2 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of the following notice by either Mater or the Health Professional in accordance with the NES:

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

- 2.6.3 In addition to this notice, Mater will provide Health Professionals 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 requires that part or all of the notice period is not required to be worked. In calculating any payment in lieu of notice, the payment will be based on the base rate of pay for the ordinary hours the Health Professional would have worked during the period of notice.
- 2.6.5 If a Health Professional who is at least 18 years of age does not give the required notice under clause 2.6.2, Mater may, unless exceptional circumstances apply, deduct from wages due to the Health Professional under this Agreement an amount that is no more than one (1) week's wages for the Health Professional.

2.7 Statement of Employment

- 2.7.1 Upon request, on termination of employment, a Health Professional 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 Health Professionals. It is acknowledged that job security for Health Professionals assists in ensuring workforce stability, cohesion and motivation.

- 2.8.2 Casual Health Professionals employed by Mater may be eligible for conversion to permanent employment where the provisions of the NES are satisfied. Information about casual conversion can be found in Division 4A, Part 2-2, Chapter 2 of the *Fair Work Act 2009* (Cth). Nothing in this provision is intended to alter the legislative entitlement for casual conversion.
- 2.8.3 A temporary Health Practitioner, who has been employed for a period of at least two (2) years, can request to be converted to permanent part-time or full-time employment. Such requests should not be unreasonably refused.
- 2.8.4 Part-time Health Professionals who consistently work more than their contracted hours on a regular basis over twelve (12) months period may request a review of their contracted hours. The review shall take into account the Health Professionals work pattern over the past twelve (12) months, the expected future work pattern, and the genuine operational requirements of the work area. Contracted hours may be adjusted following the review to meet organisational requirements. A request for review should not be unreasonably refused.
- 2.8.5 Clause 2.8.6 to 2.8.9 applies to permanent Health Professionals only.
- 2.8.6 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 Health Professionals 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.
- 2.8.7 Where Mater identifies a position that may be suitable for redeployment at Mater it will:
- (a) review the skills needed to perform the essential requirements of the position;
- (b) assess if the affected Health Professional 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 Health Professional is reasonably able to be retrained, provide such reasonable training as is necessary; and
- (d) offer redeployment.
- 2.8.8 Any consideration of redundancies of Health Professionals' positions will follow the consultation process outlined in clause 1.11 of the Agreement. A Health Professional may not unreasonably refuse a suitable alternative position. As per Mater's Redeployment and Redundancy Policy as amended from time to time, where a Mater Health Professional is offered a suitable alternative position or agrees to be redeployed to a position in accordance with clause 2.8.7(d) above, no redundancy entitlement will be payable to the Health Professional.

- 2.8.9 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 (Notice of Termination of Employment). In addition, where Mater has given notice of termination to a Health Professional, the Health Professional 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 Health Professional after consultation with the Health Professional's Manager.

Redundancy pay period		
	Health Professional's period of continuous service with the employer on termination	Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years or more	16 weeks

3. PART 3 – WAGE AND SALARY RELATED MATTERS

3.1 Wage Increases

- 3.1.1 The wage rates for Health Professionals are set out in Schedule 1 – Wages, and incorporate wage increases effective as follows:
- (a) 4% from the first full pay period on or after 1 September 2022;
 - (b) 4% from the first full pay period on or after 1 September 2023;
 - (c) 3% from the first full pay period on or after 1 September 2024.
- 3.1.2 A Health Professional who was employed by Mater prior to the Agreement coming into operation but not afterwards is not entitled to any retrospective payment.
- 3.1.3 Salaries will be paid fortnightly by electronic transfer provided that payment by any other means will be at the discretion of Mater.
- 3.1.4 The salaries prescribed by this Agreement are expressed as both hourly and per annum rates. The hourly rates are the actual salaries paid.

3.2 Salary Sacrificing

- 3.2.1 By agreement with an eligible Health Professional, the current rate of pay specified in of this Agreement, may be salary packaged, in accordance with Mater Policy and applicable legislation.

3.3 Classification Structure, Appointments, Increments and Progression

3.3.1 Appointment to Classification Levels

- (a) Appointment to a classification level will be based on appointment on merit to advertised vacancies or in accordance with the relevant Mater policy.
- (b) The following entry levels for Health Professional positions will generally apply:
 - (iv) Health Professionals with a relevant qualification of Diploma or equivalent (provided the Health Professional is applying that qualification to a relevant position) will commence at level HP2.1;
 - (v) Health Professionals appointed to positions requiring a minimum of a three (3) year tertiary qualification of a Degree or equivalent will commence at level HP3.0;
 - (vi) Health Professionals appointed to positions requiring a minimum four (4) year tertiary qualification of degree or equivalent will commence at level HP3.1;
 - (vii) Health Professionals appointed to positions requiring tertiary courses such as two (2) year Masters programs for registration purposes or entry level into the discipline will commence at level HP3.1 and;
 - (viii) Health Professionals appointed to the HP1 classification level must be paid at the HP1.4 classification level, on reaching 21 years of age.
- (c) When a new appointment, whether from an internal or external applicant, is made to any classification level, consideration must be given to the pay points of existing Health Professionals performing similar work within those classifications levels to ensure equity between Health Professionals within a work unit. Consequently, on appointment to a new role in the Health Professional classification structure, the employee may have their experience recognised to the extent that:
 - (i) the experience is accepted to be equivalent or higher to the proposed level; and
 - (ii) the appointment does not disadvantage existing Health Professionals with equivalent experience,and may be appointed to any pay point in the applicable classification level.

- 3.3.2 Level 2.8 is only available to Health Professionals who were employed at that level as at the date of operation of this Agreement. Level 3.8 is only available to Health Professionals who were employed at that level as at the date of operation of this Agreement.

3.3.3 Movement within Classification Levels

- (a) Except in the case of a Health Professional who is paid the prescribed base salary on reaching the age of 21 years (in accordance with clause 3.3.1(b)) or in the case of a promotion or transfer from one classification level to another (in accordance with clause 3), an increase will not be made to the salary/wage of any Health Professional until:
 - (i) in the case of a full-time Health Professional such Health Professional has been appointed to a particular classification and Paypoint for a period of twelve (12) months;
 - (ii) in the case of a part-time or casual Health Professional, the Health Professional has completed twelve (12) months full time equivalent continuous service (1976 hours) at a particular classification level and paypoint .
- (b) For the purpose of this clause 3.3.2(a) continuous service for a casual Health Professional 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 Health Professional will be entitled to receive annual salary increments unless the Health Professional 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 the Health Professional is undertaking a formal performance improvement process as at the date upon which they are due to increment (that is, their anniversary date), progression will occur upon successful completion of the performance improvement process, given 1976 hours has also been completed in the prior year.

3.3.4 Movement between Classification Levels

- (a) Movement between classification levels will be based on appointment on merit to advertised vacancies or in accordance with the relevant Mater Policy.
- (b) Health Professionals employed by Mater, who move between classification levels HP2 and HP3, will be appointed to a Paypoint in the HP3 classification level, that is the next highest to that which the Health Professional was paid under the HP2 classification level.

3.4 Higher Duties

- 3.4.1 Where a Health Professional is formally appointed by Mater to temporarily act in a higher level role for at least five (5) working days, they will be paid at Paypoint 1 of the higher classification level for the duration of the higher duties appointment.
- 3.4.2 For the purposes of all leave (with the exception of Parental Leave) a Health Professional is to be paid at the rate they were receiving immediately prior to commencing leave.

3.5 Job Evaluation Process

- 3.5.1 The Health Professional classification evaluation process will apply where:
- (c) a new position is created; or
 - (d) there is a substantial change in the role of an existing position which warrants a work level evaluation.
- 3.5.2 The process may be initiated by either the relevant Manager, or in the case of 3.5.1 (d), the Health Professional who currently holds the position where the Health Professional believes that the requirements of the role they are carrying out have significantly changed.
- 3.5.3 The review process will be undertaken by the relevant Manager and the role will be evaluated utilising the process detailed in this clause. This will provide transparency for Health Professionals and achieve consistency between disciplines. The role description, or proposed role description, with details of additional duties and responsibilities if applicable; will be assessed against the Health Professional Work Level Statements and, where relevant, an appropriate comparator position within the same discipline.
- 3.5.4 The manager will make a recommendation for the appropriate classification level for that position, with ultimate approval of the recommendation required by the relevant Director.
- 3.5.5 Where the evaluation process results in a change to a classification, the Health Professional will be notified in writing, with the operative date of the change to the classification being the date that the Director approves the change.
- 3.5.6 A Health Professional not satisfied with the outcome of the evaluation process can lodge an appeal with the Group Director within twenty-one (21) days of being notified of the decision.
- 3.5.7 The Group Director's appeal decision will be communicated to the applicant, the Manager and Director.

3.6 Superannuation

- 3.6.1 Mater's default superannuation fund (default fund) is the Health Employees Superannuation Trust of Australia (HESTA).
- 3.6.2 Health Professionals may elect for Mater to pay their superannuation guarantee contributions to a superannuation fund of their choice which is compliant with relevant superannuation legislation. The employer will make superannuation contributions as prescribed as prescribed under the *Superannuation Guarantee (Administration) Act (Cth)* or any replacement act. For the sake of clarity, the compulsory Employer contribution is calculated in accordance with the legislation based on ordinary time earnings.

4. PART 4 – LEAVE AND PUBLIC HOLIDAYS

4.1 Parental Leave

- 4.1.1 Mater supports Health Professionals 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 application process and support provided to Health Professionals.
- 4.1.2 Health Professionals will be entitled to unpaid parental leave (maternity, adoption and spousal) in accordance with the Act and Mater Policy which may be amended by Mater from time to time. In the case where both parents are employed by Mater the unpaid portion of parental leave may be split and utilised by each parent.

4.2 Paid Maternity and Adoption Leave

- 4.2.1 In accordance with Mater policy, eligible Health Professionals (full time and part time Health Professionals who have completed twelve (12) months continuous service with Mater immediately prior to the expected date of birth, or (in the case of adoption) the day of placement or expected date of placement of the child), will be entitled to paid leave as follows:
 - (a) Twelve (12) weeks paid maternity leave, which may be taken at half pay for double the period of time;
 - (b) Twelve (12) weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time.
- 4.2.2 Leave may be taken at half pay for double the period of time by the Health Professional 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 Eligibility, notice requirements and other related information is detailed in Mater's policy as amended by Mater from time to time.

4.3 Long Service Leave – Entitlement

- 4.3.1 Full-time Health Professionals 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. Part-time and casual Health Professionals accrue long service leave on a proportionate basis based on the number of hours worked.
- 4.3.2 Payment of long service leave is based on the ordinary rate being paid to the Health Professional immediately before the leave is taken.
- 4.3.3 A Health Professionals' entitlement to long service leave will be as follows:

- (a) Health Professionals may take leave on a pro rata basis after seven (7) years continuous service and are entitled to payment in lieu of leave on termination after ten (10) years continuous service;
 - (b) Exceptions to payment in lieu of long service leave on termination prior to the completion ten (10) years continuous service are in accordance with the *Industrial Relations Act 2016* (Qld);
 - (c) The minimum period of leave is one (1) week or two (2) weeks where the leave is taken at half pay.
- 4.3.4 Health Professionals 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 Health Professional agreeing that for the duration of the leave their current ordinary hours will be deemed to be halved and leave will accrue accordingly.

4.4 Cashing out of Long Service Leave

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

4.5 Direction to take Long Service Leave

- 4.5.1 Once a Health Professional attains twelve (12) years' service, the Health Professional is requested to submit a plan as to when they would like to take all or a portion of their long service leave before reaching fifteen (15) years' service.
- 4.5.2 If the Health Professional has not enacted the plan by the time they have attained fifteen (15) years' service, a further conversation is had with the Health Professional in regards to taking of their long service leave.
- 4.5.3 If the steps above are followed and the Health Professional and Mater cannot agree to a mutually agreeable time, Mater can direct the Health Professional to take long service leave by giving the Health Professional at least three (3) months' written notice of the date on which the Health Professional must take at least four (4) weeks long service leave.
- 4.5.4 Any period of directed leave under this clause must not reduce the Health Professional's total long service leave balance below six (6) years' accrual.

- 4.5.5 The steps outlined in this clause will re-occur upon the completion of each period of twelve (12) years' service.

4.6 Annual leave

- 4.6.1 All full-time Health Professionals are entitled to accrue four (4) weeks annual leave per year. Part-time Health Professionals will be entitled to a pro rata amount of leave.
- 4.6.2 A full-time Health Professional who meets the definition of Shift Worker as defined in clause 1.7.1(m) is entitled to an additional week annual leave per year. Part-time Health Professionals who meet the definition of Shift Worker will be entitled to pro rata additional amount of annual leave per year.
- 4.6.3 A Health Professional's annual leave accrues progressively during a year of service, commencing on their anniversary date, based on the Health Professionals' ordinary hours of work and accumulates from year to year.
- 4.6.4 Subject to clause 4.8, annual leave is to be taken at a time mutually agreed between Mater and the Health Professional. Any period of annual leave will be exclusive of any public holiday which may occur during the period of that annual leave.
- 4.6.5 Health Professionals may apply to take annual leave at half pay for double the period of time subject to:
- (a) Mater's discretion; and
 - (b) the Health Professional agreeing that for the duration of the leave their current ordinary hours will be deemed to be halved and leave will accrue accordingly.
- 4.6.6 Annual leave loading is compensation for loss of opportunity to work overtime and therefore not ordinary time earnings.
- 4.6.7 Calculation of annual leave (including any proportionate leave) payment will be 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	The Health Professional'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	The Health Professional's ordinary wage rate as prescribed by the Agreement for the period of annual leave and 25% for 5 weeks

4.7 Cash out of Annual Leave

- 4.7.1 Mater is committed to ensuring that all Health Professionals access their accrued leave for rest and recreation away from the workplace each year.
- 4.7.2 A Health Professional may cash out a Health Professionals' entitlement to annual leave provided that;
- (a) each request is made in writing and;
 - (b) the Health Professional maintains a balance of at least four (4) weeks' annual leave after cashing out the leave, in accordance with the provisions of the Act or applicable Mater Policy; and
 - (c) the Health Professional has taken at least two (2) weeks of annual leave in the twelve (12) month period immediately prior to making a request.
- 4.7.3 All requests and supporting documentation must be submitted in writing to the Chief People Officer or delegate.

4.8 Direction to take Annual Leave – Excessive Balance

- 4.8.1 Subject to the provisions of the Act, a Health Professional may be directed to take annual leave in circumstances where:
- (a) The Health Professional has an annual leave balance in excess of two (2) years' accrual; and
 - (b) The Health Professional and Mater have had a discussion concerning the reasons why the Health Professional has not taken a period of annual leave (the purpose being to ascertain whether the Health Professional is saving the leave for a particular occasion, and whether such leave may be able to be approved); and
 - (c) The Health Professional and Mater have been unable to agree on mutually acceptable leave arrangements; and
 - (d) Subject to the Health Professional and Mater having the above conversations, Mater provides the Health Professional with twenty-eight (28) days' notice in writing directing the Health Professional to take a period of leave; and

- (e) Health Professionals may only be able to be directed to take annual leave once in a twelve (12) month period unless otherwise agreed.

4.8.2 Any period of directed leave under this clause must not reduce the Health Professional's total leave balance below two (2) years' accrual.

4.9 Personal/Carer's leave

4.9.1 A Health Professional, other than a casual, is entitled to accrue up to ten (10) days personal/carer's leave for each year of service. Personal leave (which incorporates carer's leave) will accumulate for each completed year of service and a proportionate amount for an incomplete year of service.

4.9.2 A Health Professional may take paid personal/carer's leave if the leave is taken:

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

4.9.3 The following will apply:

- (a) Leave may be taken for part of a day.
- (b) Entitlement to personal/carer's leave is conditional on the Health Professional promptly notifying, and where possible prior to the commencement of the shift, their Manager of their absence and of its expected duration.
- (c) An application for personal/carer's leave of more than two (2) days, or any period of absence where the Health Professional is on a formal attendance management program, is to be supported by a medical certificate or any other evidence that is acceptable to Mater.
- (d) Despite clause 4.9.3(c), a Health Professional may be notified that they may be required to provide reasonable acceptable evidence from a registered health professional or a statutory declaration, that would satisfy a reasonable person that the leave is taken for the stated person, 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.
- (e) Payment of personal leave is based on the ordinary rate being paid to the Health Professional at the time the leave is taken. Leave debits will be equivalent to the ordinary hours the Health Professional 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.

4.10 Compassionate leave

4.10.1 A Health Professional, other than a casual, is entitled to two (2) days of paid compassionate leave for each occasion (a permissible occasion) when a member of the Health Professional's Immediate Family, or a member of the Health Professional'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.

4.10.2 For Health Professionals other than casuals, such leave will be paid at the ordinary rate of pay for the Health Professional's ordinary hours of work for the period.

4.10.3 A Health Professional may apply for additional unpaid leave in accordance with Mater Policy as amended by Mater from time to time.

4.10.4 Casual Health Professionals are entitled to unpaid compassionate leave.

4.11 Public Holidays

4.11.1 Work performed by a Health Professional on any day appointed under the *Holidays Act 1983* or any day appointed to be in place of any such holiday will be paid at the rate of double time and a half times the ordinary rate for a minimum of four (4) hours.

4.11.2 A Health Professional (other than a casual Health Professional), who works:

- (a) Fixed rostered days of the week and is rostered to work on a day on which any public holiday falls, but who is not required to work on the public holiday; or
- (b) a variable roster and has been ordinarily rostered to work on a day on which any public holiday falls, but who is not rostered to work on the public holiday; is entitled to ordinary pay for that day.

4.11.3 For clause 4.11.2(b), "ordinarily rostered to work on a day" means the Health Professional has been rostered to work (or on paid personal/carer, annual or long service leave) on a particular day of the week for at least sixty-five percent (65%) of such days over the 26 weeks immediately preceding the public holiday.

For example, a public holiday falls on a Tuesday. If a Health Professional working a variable roster has been rostered to work (or on paid personal/carer, annual or long service leave) on at least 65% of the Tuesdays in the 26 weeks immediately before the public holiday, then the Health Professional is entitled to be paid for the public holiday at ordinary pay even if the Health Professional is not rostered to work on the day of the public holiday.

4.11.4 A Health Professionals' Accrued Day Off (ADO) will not be rostered on a public holiday.

4.12 Christmas Period Closure and Concessional Day

Operation of Closure Arrangements

- 4.12.1 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.
- 4.12.2 This decision regarding closure will be made based on operational requirements.
- 4.12.3 Directors/Managers will communicate to Health Professionals, in advance of this period, whether the unit they work in is to remain open or will be closed.

Christmas Period Closure and Concessional Day

- 4.12.4 When facilities or services are closed, the affected Health Professionals are required to take leave during the Christmas/New Year period.
- 4.12.5 Health Professionals 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).
- 4.12.6 Health Professionals 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 in hours which would have been worked.
- 4.12.7 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 a Health Professional.
- 4.12.8 Health Professionals 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.
- 4.12.9 Eligible Health Professionals 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.
- 4.12.10 Those eligible for the concessional day are:
 - (a) Full-time Health Professionals and Part-time Health Professionals, subject to clause 4.12.10(b), who have an entitlement to four (4) weeks annual leave (pro rata for Part-time Health Professional). Those entitled to five (5) weeks annual leave are not entitled to this day;
 - (b) Part-time Health Professionals 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;

4.12.11 Casual Health Professionals are not eligible for the Concessional Day.

4.12.12 Those Health Professionals 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 the following year.

4.13 Jury Service

4.13.1 A Health Professional, other than a casual, 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 Health Professional would have been paid if the Health Professional was not absent on jury service.

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

4.13.3 Health Professionals 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.

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

4.14 Leave to deal with Domestic and Family Violence

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

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

4.15 Reduced Activity Periods

4.15.1 There will be times when Mater will initiate planned reductions in operational activity due to business requirements that will mean reduced staffing level requirements. Mater will provide Health Professionals six (6) weeks' notice of such planned reductions, which will usually coincide with holiday periods such as Easter and Christmas.

- 4.15.2 To respond to such business requirements where staffing levels are expected to be in excess of the planned reduced activity in a work area for the relevant periods, the following will be undertaken by Mater:
- (a) Health Professionals will be requested to voluntarily:
 - (i) submit leave applications (e.g. annual leave); and
 - (ii) access any accrued TOIL or ADO balances;
 - (b) Subject to clause 4.15.2(c), Health Professionals with an annual leave balance in excess of two (2) years' accrual may be directed to take annual leave in accordance with clause 4.8.1 (Direction to Take Annual Leave – Excessive Balance) except with respect to notice the following will apply:
 - (i) Mater will aim to provide a minimum of twenty-eight (28) days written notice in accordance with clause 4.8.1(d);
 - (ii) However, in the case of reduced activity periods, a minimum of fourteen (14) days written notice will apply.
 - (c) A direction pursuant to clause 4.15.2(b) will not be given to a Health Professional who applied for, and been refused, annual leave for all or a significant part of the relevant reduced activity period.
 - (d) If there are opportunities for Health Professionals to be deployed to another work area for the period, then Mater will:
 - (i) seek requests from Health Professionals who wish to be considered for deployment; and
 - (ii) discuss with those Health Professional about potential deployment opportunities.
- 4.15.3 Health Professionals may be directed to access TOIL and/or any accrued ADO balances for the period.
- 4.15.4 The above actions will generally be undertaken by Mater in the order outlined, but some actions may occur simultaneously to ensure appropriate staffing levels for the periods are achieved, whilst also giving Health Professional appropriate notice.

5. PART 5 – HOURS OF WORK

5.1 Ordinary Span of Hours of Work

- 5.1.1 Except in the case of a shift worker or unless otherwise stated at clause 5.2, the ordinary span of hours for a Health Professional will be between 06:00 and 19:00 Monday to Friday.
- 5.1.2 Notwithstanding the list of Health Professional services at clause 5.2, Mater may identify during the life of this Agreement, a need to address service requirements based on patient demand or an opportunity to provide additional benefits to patients which results in another service being included in the definition of Allied Health for the purposes of this clause. Where this is identified, Mater will consult with the Health Professionals concerned in accordance with the consultation clause 1.12. The introduction of expanded ordinary hours of work will be implemented after consultation with individual Health Professionals affected.

5.2 Ordinary Span of Hours of Work for Pharmacy and Allied Health

5.2.1 Pharmacy

The ordinary span of hours of work for a Pharmacy worker will be worked as follows:

Between 07:00 and 21:00 Monday to Friday; and

Between 07:00 and 18:00 on Saturday and Sunday.

5.2.2 Allied Health

The ordinary span of hours of work for an Allied Health worker will be worked as follows:

Between 06:00 and 19:00 Monday to Friday; and

Between 07:00 and 18:00 on Saturday.

5.3 Working a 38 hour week

5.3.1 The ordinary hours of work for full-time Health Professionals are thirty-eight (38) hours per week and may be averaged over a period of up to four (4) weeks.

5.3.2 The method of working the thirty-eight (38) hour week may be altered, from time to time, upon giving seven (7) days' notice or such shorter period as may be mutually agreed upon following consultation between Mater and Health Professionals concerned.

5.3.3 The maximum shift length including any unpaid meal breaks must not exceed twelve (12) hours per day, provided that where the shift length is to exceed ten (10) hours on any day, it will be subject to the agreement of Mater and the majority of Health Professionals concerned. The implementation of twelve (12) hour shifts will be in accordance with clause 5.5 (12 Hour Shift) of this Agreement.

5.4 Averaging Arrangements

5.4.1 The thirty-eight (38) ordinary hours of work can be averaged over a period of up to four (4) weeks, where agreed in advance in writing between Mater and the Health Professional. This agreement will be known as an Averaging Arrangement. For clarity, only hours worked in excess of the ordinary hours contained in the Averaging Arrangement, will be paid as overtime in accordance with clause 5.10 (Overtime).

5.5 12 Hour Shift

5.5.1 Where Mater identifies a need to extend the shifts of ordinary hours of Health Professionals to support new models of care and/or the changing health needs, it will consult with the Health Professionals concerned. Introduction of twelve (12) hour shifts will be implemented after written agreement with a majority of the Health Professionals affected. Prior to the

commencement of a twelve (12) hour shift arrangement, the Parties will establish a method for evaluation of the effectiveness of the proposed shift arrangement.

5.5.2 Health Professionals working twelve (12) hour shift arrangements will have the following conditions apply:

- (a) A Health Professional will not perform overtime immediately before or following a twelve (12) hour shift of ordinary hours;
- (b) Each Health Professional 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) A Health Professional may only work:
 - (i) a maximum of three (3) day twelve (12) hours shifts in a row; or
 - (ii) a maximum three (3) night twelve (12) hour shifts in a row; or
 - (iii) maximum 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;
- (d) Where a Health Professional 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.
- (e) A Health Professional will be provided a break of ten (10) hours between the termination of one shift and the commencement of another shift.

5.6 Breaks between Shifts

5.6.1 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.

5.6.2 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.

5.6.3 Clause 5.6.2 does not apply where 12-hour shifts are implemented (clause 5.5.2).

5.7 Accrued Days Off

5.7.1 Where Accrued Day Off (ADO) arrangements are implemented in a work unit, full time Health Professionals' 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 ADO. In such circumstances, the Health Professionals 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.

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

5.7.3 The intention of an ADO is that it is rostered to be taken on a regular and consistent basis. However, where the arrangement of ordinary hours provides for an ADO and with agreement between Mater and the Health Professional, a maximum of three (3) ADOs may be accrued at any one time.

5.8 Rostered Days Off

5.8.1 Health Professionals 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 a Health Professional may be allowed in each fortnightly period:

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

5.8.2 Provided further that two (2) consecutive days off, one at the end of one (1) week and one (1) at the beginning of the following week may be counted as meeting the requirements of clause 5.8.1.

5.9 Shift Penalties

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

Shift	Definition	Penalty or Allowance
Early Work	Means ordinary work performed Monday to Friday before 06:00 which does not qualify as a Night shift as defined below.	15% penalty for the hours worked before 06:00
Late Work	Means ordinary work performed Monday to Friday after 19:00 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 of ordinary hours 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 of ordinary hours 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.	15% penalty paid for the entire shift

Shift	Definition	Penalty or Allowance
Saturday	All ordinary time worked between midnight Friday and midnight Saturday.	50% penalty
Sunday	All ordinary time worked between midnight Saturday and midnight Sunday.	100% penalty

5.10 Overtime

5.10.1 A Health Professional who is duly authorised to perform work in excess of:

- (a) thirty-eight (38) ordinary hours per week, subject to 5.10.1(b) and 5.10.1(c) or
- (b) averaging Arrangements implemented in accordance with clause 5.4 (Averaging Arrangements); or
- (c) ADO arrangements implemented in accordance with clause 5.7 (Accrued Day Off); or
- (d) ten (10) hours per day unless twelve (12) hours shifts have been introduced pursuant to clause 5.5 (12 Hour Shift).

will be paid for such excess hours as overtime.

5.10.2 Overtime will be paid as follows:

Day	Overtime Paid
Monday to Saturday	Time and one-half for the first three (3) hours and double time thereafter
Sunday	Double time
Public Holidays	Double time and one half
Accrued Day Off	Time and a-half for the first three (3) hours and double time thereafter with a minimum payment of two (2) hours.

5.10.3 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.

5.11 Time off in lieu

5.11.1 A Health Professional, may, as an alternative to being paid in accordance with clause 5.10.2 (Overtime) and subject to agreement between Mater and the Health Professional, accrue time off equivalent to the number of hours worked in lieu of payment for such overtime. Any agreement by Mater to a request to accrue time off as an alternative to being paid overtime will be based on business requirements including the ability to be able to provide the time off at a later date in accordance with clause 5.11.2.

- 5.11.2 Accrual of such time off will be to a maximum of twenty-four (24) hours and should be taken within twenty-eight (28) days of accrual at a time mutually convenient to the Mater and the Health Professional.
- 5.11.3 Where a Health Professional has reached their maximum Time in Lieu accrual of twenty-four (24) hours the Health Professional must be paid at the appropriate overtime rates for any subsequent overtime hours worked.
- 5.11.4 Mater may direct a Health Professional to access a period of TOIL:
 - (a) where a Health Professional has reached their maximum TOIL accrual subject to clause 5.11.3 of this Agreement; or
 - (b) in accordance with clause 4.15 (Reduced Activity Periods).
- 5.11.5 A direction by Mater to access a period of TOIL due to a Health Professional reaching the maximum accrual may only occur following:
 - (a) the Health Professional and Mater discussing the reasons why TOIL has not been accessed; and
 - (b) Mater having considered the reasons discussed; and
 - (c) the direction is reasonable in the circumstances (including the provision of reasonable notice).

5.12 Breaks

5.12.1 Unpaid Meal Breaks

- (a) A Health Professional who works in excess of five (5) hours will receive an unpaid meal break of not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) The time of taking the meal break may be varied by agreement between Mater and Health Professional.
- (c) Health Professionals 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.

5.12.2 Paid Meal Break

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

5.12.3 Meal allowances whilst on overtime

- (a) A Health Professional who is called upon to work overtime directly at the end of a shift and who works for twelve (12) continuous hours, will be paid a meal allowance of \$13.29, with the provision of a further meal allowance and a half hour paid meal break after the completion of each additional four (4) hours overtime worked. In the event Mater is able to provide the Health Professional with a meal, they will receive such meal free of charge in lieu of the meal allowance.
- (b) A Health Professional who works overtime on a Rostered Day Off will be paid a meal allowance of \$13.29 after each period of five (5) hours continuous overtime, in addition to any payment for overtime to which Health Professional is entitled, as well as a half hour paid meal break. In the event Mater is able to provide the Health Professional with a meal, they will receive such meal free of charge in lieu of the meal allowance.

5.12.4 Tea breaks

- (a) Every Health Professional whose shift extends for at least five (5) hours will receive a paid ten (10) minute tea break for each four (4) hours worked, to be taken, where possible, at a time so as to not unduly interfere with the provision of safe patient care.
- (a) Subject to agreement between Mater and the Health Professional, such breaks may alternatively be taken as one (1) twenty (20) minute tea break.
- (b) Tea breaks will count as time worked.

6. PART 6 – PROFESSIONAL DEVELOPMENT SUPPORT

6.1 Professional Development Allowance

- 6.1.1 Full-time permanent Health Professionals are eligible to apply for a Professional Development Allowance (PDA) up to the value of \$1500 per annum. Permanent part-time Health Professionals working at least 15.2 hours per fortnight are eligible to apply for a pro rata amount of Professional Development Allowance. These funds are to support Health Professionals with their professional development and can be used to reimburse Health Professionals for costs associated with activities and resources that further a Health Professional's knowledge and capability relevant to their clinical practice, though may not be used for the purchase of laptops or other technology.
- 6.1.2 Approved professional development activities are to be paid for by the Health Professional and will be reimbursed by Mater upon provision of a tax invoice and completion of relevant application form.
- 6.1.3 Health Professionals can accrue PDA up to a period of two (2) years. This will be a rolling two (2) year timeframe meaning that if a Health Professional has not accessed any funds from their PDA balance, any amounts accrued after two (2) years will be added to the PDA balance and any amounts accrued more than two (2) years ago will be deducted from the balance. This will ensure a total two (2) year accrual period is retained.
- 6.1.4 Temporary or fixed term Health Professionals with two (2) years or more continuous service will be eligible to apply for PDA in accordance with clause 6.1.1 and 6.1.2.

- 6.1.5 Casual Health Professionals or Health Professionals who are permanent part time working less than 15.2 hours per fortnight, are not eligible to receive Professional Development Allowance.
- 6.1.6 Mater encourages all eligible Health Professionals to utilise the PDA available to them. PDA applications will be assessed by the Health Professional's manager and will not be unreasonably refused where the request:
 - (a) provides a direct benefit to the Health Professional expanding their knowledge, capability and/or experience in a current work practice or emerging practice related to their role; and
 - (b) directly contributes to improved outcomes for Mater patients or services; and
 - (c) where the Health Professional can be released from work to attend the activity (where PDL is requested and approved) without unduly affecting service provision.
- 6.1.7 Where a request is refused by Mater, the reason(s) for the refusal will be provided in writing to the Health Professional.

6.2 Professional Development Leave

- 6.2.1 Full-time permanent Health Professionals will receive three (3) days Professional Development Leave (PDL) per annum to attend professional development activities, which may include reasonable travel time to attend the activity.
- 6.2.2 Permanent part-time Health Professionals working at least 15.2 hours per fortnight are entitled to PDL on a pro-rata basis.
- 6.2.3 Temporary or fixed term Health Professionals with two (2) years or more continuous service are entitled to PDL on a pro-rata basis.
- 6.2.4 Eligible Health Professionals are able to apply for PDL for the purpose of attending professional development activities held during rostered hours or, in circumstances where the activity is held during non-rostered hours but the Health Professional is reasonably required to travel during rostered hours to the activity.
- 6.2.5 Professional Development Leave will accrue for up to two (2) years. This will be a rolling two (2) year timeframe meaning that if a Health Professional has not accessed any leave from their PDL balance, any amounts accrued after two (2) years will be added to the PDL balance and any amounts accrued more than two (2) years ago will be deducted from the balance. This will ensure a total two (2) year accrual period is retained.
- 6.2.6 Casual Health Professionals are not entitled to PDL.

6.3 Training

- 6.3.1 Mater recognises that training and education is essential for the maintenance and development of knowledge and skills. Mater will continue to provide and support training and education opportunities where possible.

- 6.3.2 Employees directed to undertake training will be paid at the appropriate rate as per the applicable shift rate.

6.4 Qualification Allowance

- 6.4.1 Health Professionals at levels HP1, HP2, HP3 and HP4, who gain a relevant Post Graduate Certificate, Post Graduate Diploma, second Degree or equivalent credential; or Post Graduate Masters' Degree or PhD, will be entitled to immediate advancement of one increment (maintaining the Health Professional's increment date).
- 6.4.2 Health Professionals at levels HP1, HP2, HP3 and HP4, who have been at the top paypoint of their classification level for twelve (12) months are entitled to a Qualification Allowance, instead of the increment advancement contained in clause 6.4.1, as follows:

Qualifications Allowance (per week) (Relevant Qualifications only)						
Classification Level	First full pay period on or after					
	1 September 2022 (4%)		1 September 2023 (4%)		1 September 2024 (3%)	
	Post Graduate Certificate Post Graduate Diploma Second Degree or equivalent credential	Post Graduate Master's Degree PHD	Post Graduate Certificate Post Graduate Diploma Second Degree or equivalent credential	Post Graduate Master's Degree PHD	Post Graduate Certificate Post Graduate Diploma Second Degree or equivalent credential	Post Graduate Master's Degree PHD
HP1/HP2	\$ 58.34	\$ 91.68	\$ 60.68	\$ 95.34	\$ 62.50	\$ 98.20
HP3/HP4	\$ 67.57	\$ 106.18	\$ 70.27	\$ 110.43	\$ 72.38	\$ 113.74

- 6.4.3 Health Professionals must apply for the recognition of a relevant qualification or equivalent credentials through their Manager. A Health Professional's entitlement to the Qualification Allowance will be confirmed by the Group Director of the relevant area or Director of Allied Health with respect to Allied Health applications, upon receipt of a completed application form together with an original, or a certified copy of, the relevant qualification or equivalent credentials.
- 6.4.4 Health Professionals are entitled to receive the Qualification Allowance from the date the application is submitted.

7. PART 7 – ON CALL

7.1 On Call Allowance

- 7.1.1 Health Professionals who are instructed to be on call outside ordinary or rostered working hours (other than those Health Professionals on Emergency Clinical On Call) will receive an allowance as per the table below:

On Call Period	First full pay period on or after		
	1 September 2022 (4%)	1 September 2023 (4%)	1 September 2024 (3%)
The whole of a rostered day off, an accrued day off or on a public holiday (per day)	\$ 48.51	\$ 50.45	\$ 51.96
During the night only of a rostered day off, an accrued day off or public holiday (per night)	\$ 30.64	\$ 31.86	\$ 32.82
Any other night (per night)	\$ 24.25	\$ 25.22	\$ 25.98

- 7.1.2 For the purpose of this Clause, a 'night' consists of those hours falling between 19:00 and 06:00 hours or mainly between such times.

- 7.1.3 Where practicable Mater must not require a Health Professional to be continuously available on-call for a period in excess of six (6) weeks.

7.2 Emergency Clinical On Call Allowance

- 7.2.1 Emergency Clinical On Call is the availability of a Health Professional to be on duty within thirty (30) minutes of being recalled in order to provide essential direct emergency clinical intervention to a patient, whereby patient health will likely be compromised without the intervention of the Health Professional within this timeframe.

- 7.2.2 For the purposes of this clause, 'emergency clinical on call' means on call arrangements where:

- (a) the service/unit operates 24 hours, seven (7) days a week either on a staffed basis or an on call basis; or
- (b) where Mater Management, at Group Director level, has decided that the on call service for that profession, discipline or service is required for essential direct emergency clinical interventions where patient health will likely be compromised without the intervention of the health professional within thirty (30) minutes.

- 7.2.3 Where a Health Professional is instructed to hold themselves available on Emergency Clinical On Call outside ordinary or rostered working hours, they will be paid as per the table below:

First full pay period on or after (per hour)		
1 September 2022 (4%)	1 September 2023 (4%)	1 September 2024 (3%)
\$ 3.58	\$ 3.72	\$ 3.83

- 7.2.4 Eligible Health Professionals will receive the emergency clinical on call allowance instead of the standard On Call allowance in Clause 7.1 of this Agreement.

8. PART 8 – RECALL

8.1 Recall Payment

- 8.1.1 For the time that a Health Professional on call is recalled to perform duties, the Health Professional is entitled to:

- (a) for a recall on Monday to Friday, payment at the prescribed overtime rate for the time worked, with a minimum payment of three (3) hours;
- (b) for a recall on Saturday or Sunday, either:
 - (i) payment at the prescribed overtime or penalty rate, with a minimum payment of three (3) hours; or
 - (ii) at the Health Professional's option, time off at a mutually convenient time, equivalent to the number of hours worked.

If the Health Professional is required to again perform duties within that three (3) hour period, no further minimum payment will apply.

- (c) for a recall on a public holiday, either:
 - (i) payment at the prescribed overtime rate, with a minimum payment of four (4) hours for the day; or
 - (ii) at the Health Professional's option, time off in lieu at a mutually convenient time equivalent to the number of hours worked, with a minimum of four (4) hours, plus payment at half the ordinary rate for the recall time worked.

If the Health Professional is required to again perform duties within that four (4) hour period, no further minimum payment will apply.

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

8.1.3 Recall time is to be calculated from home and back to home.

8.2 Telephone Recall

8.2.1 Where a Health Professional who is rostered on call and provides clinical advice by telephone without the need to attend the workplace, the Health Professional will be reimbursed for a minimum of one (1) hour's work for each time the Health Professional performs such duties. If the Health Professional is required to again perform duties within that one (1) hour period, no further minimum payment will apply.

8.3 Recall when not Rostered On Call

8.3.1 A Health Professional who is not on call and who is recalled to perform work after completing their ordinary working hours, or is recalled at least three (3) hours prior to commencing their ordinary duty working hours, will be paid at overtime rates with a minimum payment of three (3) hours.

8.4 Transport when Performing Recall

8.4.1 Where a Health Professional (whether on call or not) is recalled to perform work to provide a clinical service during an off period, the Health Professional may:

- (a) Be provided with transport to and from home; or
- (b) Be refunded the cost of the transport for taxi or other reasonable travel fares; or
- (c) Submit a claim for reimbursement of kilometres travelled in accordance with the rates prescribed by the Australian Taxation Office.

9. PART 9 – OTHER ALLOWANCES

9.1 Uniform and Laundry Allowance

9.1.1 Uniform Allowance

- (a) A Health Professional required by Mater to wear a uniform, will be supplied with uniform pieces of good quality in the first year of service. Replacement uniforms will be provided in subsequent years by Mater on a fair wear and tear basis.
- (b) Uniforms provided by Mater will remain the property of Mater and must be returned to Mater, by the Health Professional, upon termination of employment.

- (c) Alternatively, where a Health Professional is required to wear a uniform, instead of the provision of such uniforms, Mater will pay a full-time Health Professional a uniform allowance.

The amount of uniform allowance is:

Uniform Allowance (per annum full-time, pro rata for part-time)			
	First full pay period on or after		
	1 September 2022 (4%)	1 September 2023 (4%)	1 September 2024 (3%)
First year of service with Mater	\$ 214.24	\$ 222.81	\$ 229.49
Each subsequent year of service	\$ 106.08	\$ 110.32	\$ 113.63

- (d) Part-time Health Professionals will be paid a pro rata allowance in their first and subsequent years of service.
- (e) The uniform allowance will be paid during all periods of paid leave.
- (f) The uniform allowance will no longer be paid if, during the life of this Agreement, there is a change to the provision of uniforms by Mater and the Health Professional is provided with uniforms in accordance with clause 9.1.1(a) and is therefore no longer required to purchase their own uniform.
- (g) Health Professionals not required by Mater to wear uniforms are not entitled to receive a uniform allowance.

9.1.2 Laundry Allowance

- (a) A laundry allowance will be paid to full-time Health Professionals and a pro rata amount will be paid to part-time Health Professionals. The laundry allowance is payable on all time worked as well as on Accrued Days Off and Time Off in Lieu of overtime. The laundry allowance is not payable on any periods of paid or unpaid leave.

The amount of laundry allowance is:

Laundry Allowance (per week full-time, pro rata for part-time)		
First full pay period on or after		
1 September 2022 (4%)	1 September 2023 (4%)	1 September 2024 (3%)
\$ 2.92	\$ 3.04	\$ 3.13

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

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

10.1 Travelling and Relieving Expenses

10.1.1 An eligible Health Professional who is required to travel on official duty or to take up duty away from the Health Professional's usual place of work is allowed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the Health Professional.

10.1.2 Where a Health Professional is required to use a private vehicle for official purposes he or she is entitled to claim a reimbursement based on kilometres travelled in accordance with the rates prescribed by the Australia Taxation Office.

10.2 Excess Travelling Time

10.2.1 Where at the direction of the Mater, a Health Professional who is required to travel away from Mater on official business, at times outside of their ordinary hours of duty, will be paid for that time at the appropriate hourly rate or by agreement provided with time off in lieu (calculated to the nearest fifteen (15) minutes).

11. PART 11 – OCCUPATIONAL HEALTH AND SAFETY

11.1 Workplace Health and Safety Process

11.1.1 Mater recognises the importance of a safe working environment for all Health Professionals.

11.1.2 Should a Health Professional have a health and safety concern, the Health Professional should raise the concern with the Health and Safety Representative and their Manager to seek resolution. The concern should be raised as soon as practicable once it has been identified and resolution should be treated as a priority.

11.1.3 Where possible, safety concerns are resolved by the Manager at a local level, however, if the issue cannot be resolved at this level then it will be escalated to the Health and Safety Committees, which in turn can escalate major safety concerns or organisational wide risks to the Mater Health and Safety Committee.

11.1.4 The Health and Safety Committees meet on a regular basis to resolve issues.

11.1.5 In addition to having a process to resolve specific concerns, safety audits are undertaken to help to identify safety hazards and in turn identify controls.

11.1.6 For the sake of clarity where there is a bona fide safety concern Mater will ensure that:

- (a) the status quo prior to the existence of the concern is to continue while the concern is being investigated for the purpose of seeking resolution; and/or
- (b) Health Professionals will not work in an unsafe environment. Where appropriate, a Health Professional will accept reassignment to alternative suitable work/work environment in the

meantime;

- (c) the Safety Health and Wellbeing Unit will be part of the process undertaken to ensure that the problem/s is/are resolved having regard to occupational health and safety standards.

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

11.2 Fatigue Leave and Payment

11.2.1 Where a Health Professional is required to work overtime immediately after one shift so that there is not ten (10) consecutive hours (or eight (8) hours by agreement in writing) off between the completion of the overtime and the commencement of the following shift, the Health Professional will be:

- (a) Released from duty on the following shift until ten (10) consecutive hours off duty occurs (or eight (8) hours by agreement in writing); and
- (b) Paid for all ordinary rostered hours occurring during such release from duty.

11.2.2 If on the instructions of the Health Professional's Manager, the Health Professional resumes or continues work without having had ten (10) consecutive hours off duty (or eight (8) hours by agreement in writing), the Health Professional must be paid an additional 100% above the ordinary rate until released from duty for such period, and will then be entitled to be absent until ten (10) consecutive hours (or eight (8) hours by agreement in writing) off duty have occurred without loss of pay for all ordinary working time occurred during such absence.

11.2.3 For Health Professionals who are rostered to perform on call, fatigue leave or fatigue payment will only apply where a Health Professional 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 Health Professional.

12. 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. A Health Professional 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, at ordinary pay, to carry out the following responsibilities required of their role (as relevant):

- (a) Attendance, without loss of payment, in Enterprise Agreement bargaining on behalf of the Mater staff/Union.

- (b) Attendance at staff consultative forums and any pre/post staff consultative forum meeting or Union caucus on that same day.
- (c) Attendance at Union branch meetings on site.
- (d) Attend meetings with other Health Professionals as their nominated support person or to provide other reasonable support as required.

12.1.3 Health Professionals 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, a Health Professional may be granted up to five (5) working days leave (non-cumulative) on ordinary pay each calendar year to attend Industrial Relations Education Training.

12.2.2 Further leave for this purpose or to attend Union conferences or council meetings, may be granted upon application and is at the discretion of the relevant Health Professional Director.

12.2.3 Such leave will be subject to Mater being able to release the Health Professional 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 a Union conference, an application should be made at least twelve (12) weeks prior to the commencement of the conference.

13. PART 13 – OVERPAYMENT

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

14. PART 14 –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 1 – Wages

Classification	Wages payable from the first pay period on or after					
	1 September 2022 (4%)		1 September 2023 (4%)		1 September 2024 (3%)	
	Hourly	Per Annum	Hourly	Per Annum	Hourly	Per Annum
Health Professional - Level 1						
Health Professional - Lvl 1.1	\$ 27.6362	\$ 54,797	\$ 28.7417	\$ 56,989	\$ 29.6039	\$ 58,698
Health Professional - Lvl 1.2	\$ 28.4412	\$ 56,393	\$ 29.5788	\$ 58,649	\$ 30.4662	\$ 60,408
Health Professional - Lvl 1.3	\$ 29.2657	\$ 58,028	\$ 30.4363	\$ 60,349	\$ 31.3494	\$ 62,159
Health Professional - Lvl 1.4	\$ 30.1159	\$ 59,713	\$ 31.3205	\$ 62,102	\$ 32.2602	\$ 63,965
Health Professional - Lvl 1.5	\$ 30.9549	\$ 61,377	\$ 32.1931	\$ 63,832	\$ 33.1589	\$ 65,747
Health Professional - Lvl 1.6	\$ 31.7919	\$ 63,036	\$ 33.0635	\$ 65,558	\$ 34.0554	\$ 67,525
Health Professional - Lvl 1.7	\$ 32.6353	\$ 64,709	\$ 33.9407	\$ 67,297	\$ 34.9589	\$ 69,316
Health Professional - Level 2						
Health Professional - Lvl 2.1	\$ 33.5909	\$ 66,604	\$ 34.9345	\$ 69,268	\$ 35.9825	\$ 71,346
Health Professional - Lvl 2.2	\$ 35.7090	\$ 70,803	\$ 37.1374	\$ 73,636	\$ 38.2515	\$ 75,845
Health Professional - Lvl 2.3	\$ 37.3856	\$ 74,128	\$ 38.8810	\$ 77,093	\$ 40.0475	\$ 79,406
Health Professional - Lvl 2.4	\$ 39.0921	\$ 77,511	\$ 40.6558	\$ 80,612	\$ 41.8755	\$ 83,030
Health Professional - Lvl 2.5	\$ 41.4240	\$ 82,135	\$ 43.0810	\$ 85,420	\$ 44.3734	\$ 87,983
Health Professional - Lvl 2.6	\$ 44.1048	\$ 87,450	\$ 45.8690	\$ 90,949	\$ 47.2451	\$ 93,677
Health Professional - Lvl 2.7	\$ 45.1886	\$ 89,599	\$ 46.9962	\$ 93,183	\$ 48.4061	\$ 95,979
Health Professional - Lvl 2.8	\$ 46.5471	\$ 92,293	\$ 48.4090	\$ 95,985	\$ 49.8612	\$ 98,864
Health Professional - Level 3						
Health Professional - Lvl 3.0	\$ 35.7090	\$ 70,803	\$ 37.1374	\$ 73,636	\$ 38.2515	\$ 75,845
Health Professional - Lvl 3.1	\$ 39.0921	\$ 77,511	\$ 40.6558	\$ 80,612	\$ 41.8755	\$ 83,030
Health Professional - Lvl 3.2	\$ 41.4240	\$ 82,135	\$ 43.0810	\$ 85,420	\$ 44.3734	\$ 87,983
Health Professional - Lvl 3.3	\$ 44.1048	\$ 87,450	\$ 45.8690	\$ 90,949	\$ 47.2451	\$ 93,677
Health Professional - Lvl 3.4	\$ 45.8027	\$ 90,817	\$ 47.6349	\$ 94,450	\$ 49.0639	\$ 97,283
Health Professional - Lvl 3.5	\$ 47.8418	\$ 94,860	\$ 49.7554	\$ 98,654	\$ 51.2481	\$ 101,614
Health Professional - Lvl 3.6	\$ 49.8731	\$ 98,888	\$ 51.8680	\$ 102,843	\$ 53.4241	\$ 105,929
Health Professional - Lvl 3.7	\$ 52.3392	\$ 103,778	\$ 54.4328	\$ 107,929	\$ 56.0658	\$ 111,167
Health Professional - Lvl 3.8	\$ 53.9621	\$ 106,995	\$ 56.1205	\$ 111,275	\$ 57.8042	\$ 114,613
Health Professional - Level 4						
Health Professional - Lvl 4.1	\$ 57.7020	\$ 114,411	\$ 60.0101	\$ 118,987	\$ 61.8104	\$ 122,557
Health Professional - Lvl 4.2	\$ 58.8973	\$ 116,781	\$ 61.2532	\$ 121,452	\$ 63.0908	\$ 125,096
Health Professional - Lvl 4.3	\$ 60.4265	\$ 119,813	\$ 62.8436	\$ 124,605	\$ 64.7289	\$ 128,344
Health Professional - Lvl 4.4	\$ 62.0652	\$ 123,062	\$ 64.5478	\$ 127,985	\$ 66.4843	\$ 131,824
Health Professional - Level 5						
Health Professional - Lvl 5.1	\$ 65.2346	\$ 129,346	\$ 67.8440	\$ 134,520	\$ 69.8793	\$ 138,556
Health Professional - Lvl 5.2	\$ 68.0523	\$ 134,933	\$ 70.7744	\$ 140,331	\$ 72.8976	\$ 144,540
Health Professional - Level 6						
Health Professional - Lvl 6.1	\$ 72.6446	\$ 144,039	\$ 75.5504	\$ 149,800	\$ 77.8169	\$ 154,294
Health Professional - Lvl 6.2	\$ 75.1871	\$ 149,080	\$ 78.1946	\$ 155,043	\$ 80.5404	\$ 159,695

Schedule 2 – Indicative List of Eligible Disciplines/Professions

- (a) Audiologist
- (b) Biomedical Engineer
- (c) Biomedical Mechanical Tech
- (d) Biomedical Technician
- (e) Cardiac Scientist
- (f) Cardiac Technologist
- (g) Catheterisation Laboratory Manager
- (h) Dietician
- (i) Drug & Alcohol Outreach Worker
- (j) Employment Support Youth Worker
- (k) Exercise Physiologist
- (l) Expressive Play Therapist
- (m) Family Support Counsellor
- (n) Intensive Outreach Worker
- (o) Laboratory Technician
- (p) Medical Scientist
- (q) Mental Health Professional
- (r) Mission Program Officer
- (s) Neurophysiology Scientist
- (t) Neuropsychologist
- (u) Occupational Therapist
- (v) Orthoptist
- (w) Pastoral Care Worker/Professional
- (x) Perfusionist

- (y) Pharmacist
- (z) Physiotherapist
- (aa) Podiatrist
- (bb) Psychologist
- (cc) Radiographer
- (dd) Respiratory & Sleep Scientist
- (ee) Sleep Technician
- (ff) Social Worker
- (gg) Sonographer
- (hh) Speech Pathologist
- (ii) Speech Therapist
- (jj) Youth Substance Worker
- (kk) Youth Worker

Schedule 3 – Work Level Statements

1. What roles fit the Clinical stream?

- (a) Clinical stream roles are positions that require the application, at varying levels of expertise, of an established technical or professional body of knowledge to:
 - (i) assess situations
 - (ii) conduct research and analysis
 - (iii) develop solutions
 - (iv) undertake formal education activities.
- (b) Typical activities include:
 - (i) clinical diagnosis and case management
 - (ii) provision of a professional opinion
 - (iii) generation of new ideas and solutions
 - (iv) clinical policy formulation and interpretation
 - (v) establishing new standards of operation
 - (vi) clinical business strategy development
 - (vii) clinical systems analysis and development
 - (viii) productivity improvement projects and
 - (ix) fulfil statutory obligations
 - (x) formal and informal education activities.
- (c) Progression in clinical (or 'advisory') roles involves factors such as:
 - (i) increasing complexity of case work
 - (ii) requirement for higher level expertise and experience
 - (iii) broader scope of work
 - (iv) greater impact over a broader population (internally and externally within organisation)
 - (v) progression from operational/case work focus to a strategic focus.

2. What roles fit the Supervisory stream?

- (a) Supervisory positions typically have responsibility for controllable resources for specific projects, programs, divisions or business units to achieve defined business, service or operational objectives. Supervisory positions also directly manage, lead or supervise a team of staff to achieve service or operational objectives. Supervisors may allocate work, train staff and monitor quality and are accountable for individual performance management.
- (i) Progression in supervisory roles involves factors such as:
 - a. increased size of resources
 - b. broader management responsibility (FTE, budget, geographical areas)
 - c. increased complexity of managed resources (multi-disciplinary, multi-specialty)
 - d. greater impact over a broader population (internally and externally within organisation)

- e. progression from operational/management focus to a strategic focus.

3. How will hybrid clinical and supervisory roles be classified?

- (a) Positions will be allocated to a level based on an evaluation of all aspects of their role. This will include appropriate consideration of both clinical and management responsibilities.

4. What are the Work Level Statements?

- (a) The work level statements aim to describe the scope and nature, knowledge, skills and expertise and accountability of work which is undertaken at each level to ensure consistency of classification across this workforce. Each level systematically builds on the level below.

5. How are evaluations made using the Work Level Statements?

- (a) Evaluations of a role consider the scope and nature of the position, the knowledge, skills and abilities required, and the accountabilities involved. Allocation to a level will be based on an evaluation of all aspects of the role against the work level statement criteria and a holistic assessment based on evaluation of all aspects of the role or position having regard for responsibilities, the level of complexity, degree of multi-speciality and/or advanced level of knowledge, skill, experience and leadership in the discipline or profession, as to which level is most appropriate for that position. Although the work level statements provide a generic description of health professional roles at each of the given HP levels, they are not a job description and are not designed to be used as such.

6. How do employees advance under the HP Scale?

- (a) Progression from one increment to the next (within each of the HP levels 1-7), will be based on a satisfactory annual performance appraisal.
- (b) Movement between levels will occur by application for a position. The establishment of positions at any given HP level will be based on service requirements.

7. How are qualifications and experience recognised for entry into the HP Scale?

- (c) Entry-level classification and remuneration positioning for health professional positions with relevant qualification of Diploma or equivalent, (and are applying that qualification to a relevant position), is HP 2, increment 1.
- (d) Entry level health professionals appointed to positions requiring a minimum three year tertiary qualification of Degree or equivalent will commence at HP 3, increment '0' Entry level health professionals appointed to positions requiring a minimum four (4) year tertiary qualification of degree or equivalent will commence at the HP3.1 pay level.
- (e) Tertiary courses such as a two (2) year Masters' Program which are required for registration purposes for that discipline or profession will be considered an 'entry level' qualification. Health professionals with these qualifications will also be appointed at HP3.1.

Glossary of Terms

- (a) **Basic:** Fundamental or elementary; at a level of the most simple tasks to be performed.
- (b) **Complex:** Complicated, involved, intricate and involving many different influences. Complex professional work denotes work in which the range of options is imprecise, requires high-level application of general principles, and may require some adaptation of accepted practices and procedures. The work commonly involves elements of interrelationship between tasks.
- (c) **Advanced:** Highly developed or complex; at a level beyond that required for day-to-day practice.
- (d) **Consultant:** Refers to a high-level specialist health professional, recognised as a State or Nation-wide leader in their given discipline.
- (e) **Specialist:** Refers to a health professional who has acquired, through high-level education and/or experience, a level of knowledge and skill set that is recognised as being comprehensive in a highly specific area. The term specialist may, in some specific instances, also refer to a health professional who is certified by an accrediting body.
- (f) **Multi-disciplinary:** The combination of several disciplines of health professionals. This could include different professions (degree qualified) e.g. Occupational Therapist, Physiotherapist, Social Worker, Nurse etc.; technicians, assistants and/or administrative staff.
- (g) **Multi-speciality:** The combination of speciality knowledge and skills within a given discipline which may include:
 - (ii) speciality areas within a discipline;
 - (iii) modality areas within a discipline;
 - (iv) clinical/technical and non-clinical/technical skills and roles, such as supervisory skills.
- (h) **Clinical leadership:** The application of leadership in a clinical context and relating to clinical services and clinical outcomes.
- (i) **Clinical practice supervision:** Relates to the ongoing development of skills and knowledge required by the health professional under the guidance of a more senior health professional within the same discipline. It ensures the health professional achieves and maintains the expected professional standards of work in that discipline. The clinical practice supervisor may not necessarily be the health professional's day-to-day manager.
- (j) **Operational supervision:** Formal reporting arrangement relating to the day-to-day management of workload and workflow
- (k) **Leadership:** The capacity to guide the development of health disciplines, services or teams, especially as related to deciding strategic direction and the setting of standards of practice.
- (l) **Guidance:** Informal professional advice about what to do, how to do it and given without close

supervision.

- (m) **Mentoring:** Informal professional development activity designed to enhance the knowledge, skills and abilities of others by actions such as role modelling, advocacy and support to other health professionals.
- (n) **Clinical:** Specialised or therapeutic care that requires an ongoing assessment, planning, intervention by health care professions.
- (o) **Professional employees:** Those health professionals who are at a minimum Degree qualified (or equivalent), and perform roles requiring the application of a professional body of knowledge drawn from this qualification (also see definition for 'Technical employees' below).
- (p) **Professional knowledge:** Refers to the knowledge of principles, techniques or skills applicable to the profession or professional discipline. Professional knowledge is obtained during a professional qualification, experience and continuing professional development.
- (q) **Student education:** Relates to participation in a range of supervision and education activities conducted in the workplace, the aim of which is the demonstrated acquisition of knowledge, skills and clinical reasoning by the student.
- (r) **Technical employees:** Those health professionals who have a minimum qualification of a Diploma (or equivalent), and are responsible for the operation of, and sometimes interpretation of, data from healthcare apparatus.

HEALTH PROFESSIONAL ONE (HP 1)

Scope and Nature of Level

Classification at HP1 level is reserved exclusively for employees in the process of completing prerequisite educational or training requirements for positions housed under HP2 or HP3 classification levels. Positions at Health Professional 1 are those with an active focus on building toward the attainment of a recognised or acceptable level of knowledge and skill in their given domain. Requiring only a narrow set of knowledge and skills in their given discipline, these positions involve the performance of basic duties under the close clinical practice supervision of more experienced Health Professionals in the given domain, with the quality of work output closely assessed. Positions may be referred to as cadetships, traineeship or scholarship positions.

Role Context

Knowledge, Skills and Expertise

- (a) Demonstrates continuing work toward completion of prerequisite requirements for positions housed under HP2 or HP3 classification levels.
- (b) Demonstrates a narrow level of knowledge and skill in their given domain, with the ability to undertake tasks under the guidance of a more experienced professional.

Accountability

- (a) Works under the guidance of a more experienced professional in the domain.
- (b) Actively continues to pursue prerequisite education and training necessary to build competency in given domain.

HEALTH PROFESSIONAL TWO (HP 2)

Scope and Nature of Level

HP2 covers both recently qualified and developing technical staff. Positions at Health Professional 2 are technical roles demonstrating competent technical knowledge and skill in their given domain. They are able to perform routine duties, and undertake technical tasks of increasing complexity under the clinical practice supervision of more experienced professionals. They would be expected to be an active participant within their multidisciplinary work unit or technical team. Positions at HP2 Level require employees to hold at least an Associate Diploma (generally prior to 2000), Diploma and Advanced Diploma (or equivalent) qualification (Post 2000).

Role Context

Knowledge, Skills and Expertise

- (a) Demonstrates recognised expertise obtained through Diploma or, where appropriate, equivalent qualifications.
- (b) Demonstrates a competent level of knowledge, expertise and skill in the given technical domain, with the ability to apply established methods and procedures toward the completion of routine tasks.
- (c) Demonstrated ability to undertake routine tasks, with developing ability to undertake more complex tasks under the guidance of a more experienced health professional.
- (d) Demonstrates ability to work in a multidisciplinary team under direction.

Accountability

- (e) Accountable and responsible for provision of routine-level technical clinical services to Mater under general clinical practice supervision of more senior health professionals.
- (f) Required to work under specific clinical practice supervision for more complex tasks, with level of supervision decreasing and accountability increasing commensurate with level of clinical experience.
- (g) Commensurate with level of experience in role, provide clinical education for students with the support of a senior Health Professional.
- (h) Commensurate with level of experience in role, provide guidance, peer support and instruction on matters pertaining to routine technical matters to less experienced professionals.

HEALTH PROFESSIONAL THREE (HP 3)**Scope and Nature of Level****Professional Stream**

HP3 covers both newly qualified clinicians and developing professional clinicians. Clinical positions at the Health Professional 3 level encompass positions demonstrating at least a competent level of professional knowledge and skill, through to those that are able to independently undertake routine clinical practice. They participate in professional and/or multidisciplinary teams, operating at the level of basic tasks to routine clinical practice commensurate with level of experience. Duties undertaken independently at this level are generally of a routine nature, with more complex clinical decisions and problem solving made under the clinical practice supervision or professional guidance of a more experienced professional. As experience builds at higher increment levels, clinical decisions and problem solving are made by exercising increasingly independent clinical judgement at full scope of practice. Positions at HP3 Level require employees to hold at least a Tertiary Degree (or equivalent) qualification.

Technical Stream

Technical positions at Health Professional 3 demonstrate an advanced level of knowledge and skill in their given technical domain, and undertake either:

- (a) Operational supervisory responsibilities including development of subordinate staff, performance management, co-ordination of workflow processes, quality of output of the work unit and implementing occupational health and safety guidelines, or
- (b) proven technical expertise and competence with demonstrated proficiency to perform complex technical tasks with minimal clinical practice supervision, and are expected to be an active contributor to their multidisciplinary work unit or technical team.

Role Context**Knowledge, Skills and Expertise****Professional Stream**

- (a) Demonstrates recognised expertise and knowledge obtained through relevant tertiary education.
- (b) At lower HP3 increments, health professionals are newly qualified clinicians who demonstrate a base level of professional knowledge, clinical skills, judgement and problem solving ability.
- (c) Building experience in contemporary clinical practice standards, up to the level of routine evidence for full scope of clinical practice.
- (d) Demonstrates ability to participate in the multidisciplinary team and in quality or service improvement activities under the clinical practice and/or operational supervision of a more experienced professional.

Technical Stream

- (a) Demonstrates an advanced level of knowledge and skill in the given technical domain, with the ability to undertake complex tasks in the domain with minimal clinical practice supervision.
- (b) Demonstrates expertise as a technical professional.
- (c) Demonstrates ability to supervise or manage a technical work unit or team, providing guidance to less experienced unit or team members.

Accountability

Professional Stream

- (a) Responsible for providing professional level clinical services commensurate with level of clinical experience.
- (b) Required to work under discipline specific clinical practice supervision, with level of supervision decreasing and professional accountability increasing commensurate with level of clinical experience.
- (c) Responsible for providing clinical practice and operational supervision to work experience students or those involved in observational clinical placements, as well as direction to assistant and support staff.
- (d) Commensurate with level of experience in role, provide student education and clinical practice supervision for less experienced professionals with the guidance of senior clinical staff.
- (e) Commensurate with level of experience in role, assist in the development of policies, procedures and clinical practice, and participate in quality and service improvement activities.

Technical Stream

- (a) Technical positions at level HP3 exhibit independent judgement and responsibility in undertaking work of all levels in the given technical domain without the need for direct regular clinical practice supervision including the following:
 - Coordination of workflow for given technical work unit or team
 - Supervision of a technical work unit or team, including limited management of staff and resources within prescribed limits
 - Providing advice on matters pertaining to complex technical matters for less senior staff members
 - Providing clinical education for students.

HEALTH PROFESSIONAL FOUR (HP 4)

Scope and Nature of Level

Professional Clinical Stream

Professional clinical positions at HP 4 may have a clinical, education or research focus, or may involve elements of all three. Clinical positions at Health Professional 4 demonstrate high level knowledge, skills, experience and clinical leadership within the professional and/or multidisciplinary team, applied to single specialities or across two or more (multi-specialty) clinical areas or modalities. Duties undertaken are of a complex and varied nature with clinical decisions based on valid and reliable evidence. Ensures that Facility and/or health service initiatives are integrated into clinical practice, organisational work unit guidelines and District policies. A majority of tasks and duties are performed with a high degree of independence.

Alternatively, they may be a sole professional, based in a hospital or health facility where there is no other clinician from that discipline, where:

- (a) they are required to exercise independent professional decision making and judgement on a day-to-day basis without ready access to another professional / clinician from the same profession/ discipline for assistance or advice; and/or
- (b) there is a requirement for professional advocacy, administrative or managerial responsibilities beyond routine practice.

Supervisory Stream

Supervisory positions at Health Professional 4 demonstrate clinical expertise and understanding in conjunction with supervisory responsibility, with the ability to perform duties with a high degree of independence and little to no direct clinical practice supervision. Positions at this level would have operational and resource management responsibility of small discipline teams with a role in the performance management of subordinate staff. The strategic focus will usually be service or facility based with single or limited multi-site responsibilities.

Technical Stream

Technical positions at HP4 may have a clinical, education or research focus, or involve elements of all three.

Technical positions at Health Professional 4 may demonstrate well developed knowledge, skills, experience and clinical leadership within their given discipline, or may provide leadership across two or more areas. The position will be a recognised point of reference at a District, Area Health Service or State-wide level, or within their given Service Area. Duties are performed in a specialist capacity, providing clinical expertise and utilising expert command of specialised techniques. The position also contributes to the development of technical competence in their jurisdictional area.

Technical positions at Health Professional 4 may exercise managerial responsibilities for a technical work site or multiple sites, which may include management across multiple technical disciplines. Positions at this level

would have operational and resource management responsibility, with a leadership role in quality assessment. A requirement of the position is either a tertiary qualification or extensive operational experience.

Role Context

Knowledge, Skills and Expertise

Professional Clinical Stream

- (a) Demonstrates a high level of knowledge and clinical skills as recognised by clinical experience, professional development activities, post graduate education or formal qualifications.
- (b) Utilises high levels of knowledge and clinical skills in exercising independent professional judgement in problem solving and clinical management, handling an increasingly complex caseload beyond that of routine day to day clinical practice relevant to the professional discipline and with infrequent need for direct clinical practice supervision.
- (c) Applies clinical evidence that support continuous improvement of local service delivery.
- (d) Demonstrates a broad understanding of the continuum of care and the organisational provision of multidisciplinary health service.

Supervisory Stream

- (a) Demonstrates well-developed general clinical knowledge, skills and expertise as recognised by clinical experience, professional development activities, post graduate education or formal qualifications.
- (b) Demonstrates base level leadership and management skills in the operational management of a small work unit or health team, in activities such as workflow management and prioritisation of caseloads within a work area on a day to day basis.
- (c) Fills dual role of clinician and supervisor/administrator.
- (d) Demonstrates ability to provide advice regarding direction to a team operating within or across a District.
- (e) Demonstrates recognised professional management abilities obtained through professional development activities, post graduate education or formal qualification(s).

Technical Stream

- (a) Demonstrates well-developed knowledge and skills in complex contemporary practice in given technical area or areas.
- (b) Where focus is primarily managerial, demonstrates high level management of a technical team, especially in the areas of operational management and resource allocation operating, at either a single site or multiple sites.

- (c) Demonstrates recognised expertise obtained through extensive professional development and operational experience or tertiary qualification(s), post graduate education or other formal qualification(s).
- (d) Applies high level evidence and judgement in informing and leading service quality and service improvement activities, shaping service delivery and making a contribution to the wider development of technical competence.
- (e) Utilises knowledge and skills in contributing to research and/or development activities of the relevant discipline or service area.

Accountability

Professional Clinical Stream

- (a) Exercises independent professional clinical judgement in providing clinical services of a complex nature where principles, procedures, techniques or methods require expansion, adaptation or modification, without the need for direct regular clinical practice supervision.
- (b) Provides clinical practice supervision to HP3 level assistants and clinical support staff, to ensure the maintenance of professional clinical standards.
- (c) Responsible for monitoring and reporting clinical work practices and outcomes within clinical service area and initiating, planning and evaluating local service improvement activities.
- (d) Assume the primary role of designated clinical educator, including responsibilities as clinical educator for pre-entry level clinical students or staff, and independently coordinates local clinical education programs.
- (e) Contribute to clinical research activities within work unit, or have a designated role as a researcher within a project team with demonstrated research outcomes.
- (f) Provides general clinical advice to professional and operational supervisors and relevant service managers regarding service delivery, equipment, technology and the prioritisation and development of clinical services.

Supervisory Stream

- (a) Responsible for the day to day supervision of a small discipline specific or multidisciplinary professional team. Responsibilities include assistance with performance management, training of subordinate staff, coordination of student clinical placements, assistance and input into strategic planning and responsibility for the monitoring of professional standards and quality outcomes from subordinate staff and/or work unit.
- (b) Responsible for the appropriate management of allocated resources in defined areas, under operational supervision from senior staff.
- (c) No significant Departmental/ Work Unit Cost Centre responsibility is evident at this level.

Technical Stream

- (a) Responsible for providing expert, independent technical services of a complex nature.
- (b) Responsible for providing expert technical advice within the specific area of expertise to relevant stakeholders regarding standards and service development.
- (c) Operational management and resource allocation responsibilities for a technical work unit.
- (d) Responsible for the day-to-day operational management of a technical work unit or work units, including responsibility for quality assessment, performance appraisal and other operational issues, across one or more sites.
- (e) Accountable for the administration, direction and control of the asset management and financial management of one or more cost centres.
- (f) Provide clinical and technical practice supervision to HP2 and HP3 level employees within area(s) of expertise, including performance management.
- (g) Leads change through quality and service improvement activities and the development of better practice.

HEALTH PROFESSIONAL FIVE (HP 5)

Scope and Nature of Level

Professional Clinical Stream

Professional clinical positions at Level 5 may have a clinical, education or research focus, or may involve elements of all three. Clinical positions at Health Professional 5 demonstrate a specialist level of knowledge, skills, experience and clinical leadership within the professional and/or multidisciplinary team, or alternatively demonstrate an advanced level of knowledge, skills, experience and clinical leadership across two or more (multi-specialty) clinical areas, recognised at a District, Area Health Service, or Service Area level. Duties are performed through the fully independent application of clinical expertise and use of established specialised/extended scope techniques. The position also contributes to the development of professional competence in their given area.

Supervisory Stream

Supervisory positions at Health Professional 5 demonstrate well-developed general clinical expertise and with a high level of supervisory responsibility. Operating with responsibility for supervision of a medium sized discipline specific or multidisciplinary team, supervision will be operational or resource management focused, with a formal role in the performance appraisal and supervision of subordinate staff. The strategic focus will usually be Facility or Service based, with single or multi-site responsibilities. Alternatively, the position may also be a sole professional, based in a hospital or facility where there is no other clinician from that profession, with formal management responsibilities across multiple sites or settings.

Technical Stream

Technical positions at Health Professional level 5 demonstrate expert technical knowledge and skills in their given discipline, with a high level of managerial responsibility across large and diverse multi-disciplinary technical teams across multiple sites. Management will be strategically-focused across the State, with accountabilities focused on leading service delivery in the given technical function. Responsibilities will also include integration of service delivery with professional healthcare stakeholder groups across the State.

Role Context

Knowledge, Skills and Expertise**Professional Clinical Stream**

- (a) Demonstrates specialist knowledge of and specialist level clinical skills in complex contemporary clinical practice standards, or alternatively demonstrates an advanced level of knowledge, skills and clinical leadership across two or more clinical areas as a general specialist.
- (b) Demonstrates recognised expertise, knowledge and skills obtained through significant professional development activities, post graduate education or formal qualification(s).

- (c) Utilises evidence based practice to apply knowledge and skills that facilitate novel, complex, critical discipline specific or multidisciplinary clinical decisions, with minimal clinical practice supervision.
- (d) Applies high level evidence and judgement in advising senior professional management on and leading service quality and service improvement activities, shaping service delivery and making a contribution to the development of professional competence including performance of and development of extended scope roles.
- (e) Utilises knowledge and skills in contributing to formal research and developing the knowledge base of the professional discipline or multidisciplinary service area.

Supervisory Stream

- (a) Demonstrates well developed general clinical knowledge, skills and expertise.
- (b) Demonstrates high level supervisory skills, especially in the areas of operational management and resource allocation.
- (c) Demonstrates ability to supply strategic direction to a healthcare team operating within or across a District or Service Area.
- (d) Demonstrates ability to supervise a medium-sized professional team, including high level conflict management and interpersonal skills.
- (e) Demonstrates recognised expertise obtained through significant professional development activities, post graduate education or formal qualification(s).

Technical Stream

- (a) Demonstrates well-developed technical knowledge, skills and expertise in their specific technical area.
- (b) Demonstrates ability to supply strategic direction to a technical team operating over multiple sites across the State.
- (c) Demonstrates high level management skills across diverse multi-disciplinary technical fields.
- (d) Demonstrates high level management skills in the areas of strategic resource allocation.
- (e) Demonstrates ability to facilitate service integration with professional healthcare groups, including high-level skills in negotiation and stakeholder management.
- (f) Demonstrates recognised expertise obtained through tertiary qualification(s) or extensive operational experience.

Accountability

Professional Clinical Stream

- (a) Accountable for providing independent high level specialist clinical services, or generalist clinical services of a complex and critical nature with significant scope, with only periodic or occasional direct clinical practice supervision.
- (b) Provides clinical practice and operational supervision to HP3 and HP4 level clinicians within area(s) of expertise, including a role in performance management.
- (c) Leads change through service-wide quality and service improvement activities and the development of better practice.
- (d) Provides high level specialist clinical advice within specific expertise to professional and operational supervisors, relevant service managers and other relevant stakeholders regarding professional standards and clinical service development.
- (e) In primarily educator roles, assumes the roles of both full-time staff or student educator, and supporting resource/coordinator of other educator staff across Mater. Also participates in the development of education and training initiatives within a discipline or service area.
- (f) In primarily research roles, will be responsible for clinical research projects within a facility of significant scope and clinical importance to Mater, with outcomes influencing clinical processes and standards of clinical practice.

Supervisory Stream

- (a) Responsible for operational management and resource allocation for a medium-sized team.
- (b) Responsible for the day-to-day supervision of a medium-sized team, including responsibility for performance appraisal and other general people management issues.
- (c) Strategic planning responsibilities across one or more sites.

Technical Stream

- (a) Provide authoritative counsel to relevant stakeholders on matters falling within their area of technical knowledge, expertise and responsibility.
- (b) Responsible for the strategic management of large and diverse technical teams at multiple sites across the State.
- (c) Responsible for leadership in relation to coordination and integration of overall service delivery of a given technical function.
- (d) Accountability for the administration, direction and control of the asset management and financial management of one or more cost centres.

HEALTH PROFESSIONAL SIX (HP 6)

Scope and Nature of Level

Positions at Level 6 may have a clinical, education or research focus, or may involve elements of all three.

Clinical positions at Health Professional 6 are recognised State-wide as holding an expert level of knowledge, skills, experience and clinical leadership within the professional and/or multidisciplinary team. Duties are performed in a consultant capacity, providing clinical expertise and utilising expert command of specialised techniques. The position will, contribute to the development of professional competence in their given area on a State-wide basis.

Role Context

Knowledge, Skills and Expertise**Professional Clinical Stream**

- (a) Demonstrates expert level of knowledge, clinical skills, problem solving skills and experience of complex contemporary clinical practice standards, and is recognised for this expertise as a resource for State-wide clinical advice and consultation.
- (b) Demonstrates recognised expertise, knowledge and skills obtained through formal qualification(s), post graduate education or significant professional development activities.
- (c) Demonstrates active leadership in the development of high level service improvement initiatives and professional competence in the given clinical area on a State-wide basis.
- (d) Demonstrates a contribution to research and knowledge in given discipline through publication in peer reviewed journals.
- (e) Demonstrates ability to advocate for health service, facility or area generally on matters of high importance.

Accountability

- (a) Provides authoritative counsel in matters relating to clinical area of expertise, to stakeholders both within and outside the discipline.
- (b) Exhibits leadership and advocacy in the development of professional competence in the given clinical area on a state-wide basis.
- (c) Demonstrates active leadership in the professional clinical practice supervision and education of staff and students within their area of specialty or general expertise and provides expert training and guidance to advanced level clinicians looking to build specialist capability in their given clinical area.

- (d) Responsible for solving large-scale complex clinical service or work-flow problems through recognised expertise, high level interpretation of existing health service systems, professional standards and other pertinent external considerations.
- (e) In primary educator roles, assume Area or State-wide responsibilities for staff or student education, maintain formal links to tertiary institutions and lead the development of education and training initiatives within a discipline or service area.
- (f) In primarily research roles, responsible for clinical research projects across facilities of significant scope and clinical importance to the health service, with outcomes influencing clinical processes and standards of clinical practice.
 - Note 1: research positions at this level would require one or more of the following mandatory qualifications:
 - relevant postgraduate research qualification (i.e. Research Masters or PhD)
 - equivalent significant publishing history
 - history of success in obtaining competitive research grants.
 - Note 2: responsibilities for research positions at this level may include management of a research-specific cost centre.
- (g) Provide authoritative counsel to relevant stakeholders on matters falling within their area of professional knowledge, expertise and responsibility.

Schedule 4 – Signatories

Signed for and on behalf of Mater:

Signature:	 _____
Print Name:	<u>Peter Steer</u>
Title:	<u>Group Chief Executive</u>
Address:	<u>14 Stratton St, Newstead, QLD 4006</u>
Date:	<u>15/06/2023</u>
In the presence of:	<u>Aimee Keating </u>

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

Signature: A Scott
Print Name: Alex Scott
Title: ~~Branch~~ Branch Secretary
Address: 43, Peel St, South Brisbane
Date: 13/6/23
In the presence of: Alex Smith Smith

MATER HEALTH PROFESSIONALS' ENTERPRISE AGREEMENT 2023-2025

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia
(Professionals Australia));

Signature:



Print Name:

SEAN KELLY

Title:

QUEENSLAND DIRECTOR

Address:

2/16 PEEL ST, SOUTH BRISBANE QLD 4101

Date:

14/06/23

In the presence of:

Jessica Hensman



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

Signature: _____

Print Name: Ben Redford

Title: Director

Address: 833 Bourke Steet, Docklands Vic 3008

Date: 13/06/2023

In the presence of: Jenny Burgoyne - Paralegal United Workers Union


THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/1954

Applicant: Mater Misericordiae Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

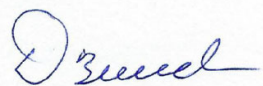
I, Derek Broanda, Senior Manager Industrial Relations, Entitlements and Policy, have the authority given to me by Mater Misericordiae Limited to give the following undertakings with respect to the *Mater Health Professional's Enterprise Agreement 2023-2025* ("the Agreement"):

1. clause 1.7(m) of the Agreement is intended to be interpreted so that employees will be eligible for the additional weeks' annual leave if they satisfy either of the following:
 - a. are regularly rostered to work Sundays and public holidays (i.e., they meet the Award definition of shift worker for the purposes of the NES); OR
 - b. work in a service that operates on a 24/7 basis and perform their duties in rotation through the various shifts covering the 24/7 operation, as allocated by Mater, which includes a minimum of twenty (20) afternoon and twenty (20) night shifts in a twelve (12) month period (or a pro-rata number of afternoon and night shifts for a part-time Health Professional).
2. It is intended that where an employee requests the approval of long service leave at half pay (clause 4.3.4), the employee agrees that 50 per cent of the leave period will be taken as unpaid leave. Accordingly, the unpaid portion of the leave will not be counted as service.
 - a. Where an application for long service leave at half pay is accepted, Mater will agree to average the unpaid portion of the leave period over the full period.
3. It is intended that where an employee requests the approval of annual leave at half pay (clause 4.3.6), the employee agrees that 50 per cent of the leave period will be taken as unpaid leave. Accordingly, the unpaid portion of the leave will not be counted as service.
 - a. Where an application for annual leave at half pay is accepted, Mater will agree to average the unpaid portion of the leave period over the full period.

- 
4. 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: _____



Date

_____ 22 September 2023 _____