SOUTH AUSTRALIAN MEDICAL OFFICERS AWARD

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

PART 1 - APPLICATION AND OPERATION OF AWARD

OPDATE 13:05:98 on and from

Clause 1.1 Title

OPDATE 13:05:98 on and from
This award is known as the 'South Australian Medical Officers Award'.

Clause 1.2 Arrangement

OPDATE 01:10:2019 on and from
By Part:

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Clause 1.3 Scope and Persons Bound

OPDATE 29:01:2026 on and from

1.3.1 This award is binding on the industry of the occupations of persons employed or engaged for remuneration or reward as

(i) a legally qualified medical practitioner; or
(ii) an **Intern**; or
(iii) a medical practitioner, other than an **Intern**, who is granted limited registration by the **Medical Board**, under the *Health Practitioner Regulation National Law (South Australia) Act 2010* (as amended)

employed by the SA Pathology, the body or person who is the employer of public employees for the purpose of section 4A of the *Fair Work Act 1994*, the Department for Health and Wellbeing, or any hospital or health centre incorporated pursuant to the *Health Care Act 2008* (as amended), whether as employers or as employees and whether members of an association or not.

1.3.2 This award does not apply to:

1.3.2.1 Those persons employed pursuant to the terms and conditions of the agreement between the Department for Health and Wellbeing and the **Association** for visiting medical staff in **Teaching Hospitals** and in **Teaching Community Health Centres**;

1.3.2.2 The University of Adelaide and its employees;

1.3.2.3 Flinders University of South Australia and its employees;

1.3.2.4 Adelaide University and its employees.

Clause 1.4 Locality

OPDATE 13:05:98 on and from

This award applies throughout the State of South Australia.

Clause 1.5 Duration

OPDATE 13:05:98 on and from

This award came into operation on and from 17 February 1984 and continues in force until amended, rescinded or replaced.

Clause 1.6 Definitions

OPDATE 01:10:2019 on and from

'Assistant Medical Administrator (with appropriate higher qualification)' means an employee who has been registered by the **Medical Board** as a specialist or who has obtained a Fellowship of the Royal Australian College of Medical Administrators and has been appointed as such.

'Assistant Medical Administrator (without appropriate higher qualification)' means an employee who has been granted full registration as a medical practitioner by the **Medical Board** and has been appointed to such position.

'Association' means South Australian Salaried Medical Officer's Association

'Consultant' means an employee who:

(i) has obtained a Diploma in Public Health or a Master in Public Health and who has had at least four years experience in a relevant field of medicine either prior to or subsequent to obtaining a diploma or master and has been appointed as a Consultant by an employing authority bound by this award; or

(ii) has obtained a Fellowship of the Australasian College of Venereologists and has been appointed as a Consultant by an employing authority bound by this award; or

(iii) has obtained a Fellowship of the Royal Australian College of General Practitioners or the Australian College of Rural and Remote Medicine and has had five years relevant experience and is employed in a medical position in -

(a) a community health centre; or

(b) a primary care unit within a hospital; or

(c) an accident and emergency service department of a general hospital where the duties consist mainly of primary care,

and has been appointed as a **Consultant** by an employing authority bound by this award; or

(iv) In all other cases has been registered by the **Medical Board** as a specialist and has been appointed as a Consultant by an employing authority bound by this award.

'Country Hospital' means Gawler Health Service, Mount Gambier and Districts Health Service, Port Augusta Hospital and Regional Health Service, Port Lincoln Health and Hospital Services, Port Pirie Regional Health Service, Northern Yorke Peninsula Regional Health Service and Whyalla Hospital and Health Services.

'Hourly Rate' means annual salary and qualifications allowance (where applicable) calculated as a weekly amount divided by 38.

'Intern' means an employee who, in order to acquire the experience and skills required for full registration as a medical practitioner has been granted limited registration by the **Medical Board** pursuant to the *Health Practitioner Regulation National Law (South Australia) Act 2010* (as amended).

'Medical Administrator' means an employee who has been registered by the **Medical Board** as a specialist or who has obtained a Fellowship of the Royal Australian College of Medical Administrators and has been appointed as such.

'Medical Board' means the South Australian Board of the Medical Board of Australia as constituted by the *Health Practitioner Regulation National Law (South Australia) Act 2010* (as amended).

'Medical Officer' means an employee appointed within the Medical Officer range detailed in Part II of Schedule 1. Salaries attached to this award, but does not include:-

(i) a **Trainee Medical Officer**;

(ii) a medical practitioner appointed as a **Consultant**/**Senior Consultant** under this award;

(iii) a medical practitioner appointed as an **Assistant Medical Administrator**, **Medical Administrator**, **Senior Medical Administrator**, or **Medical Superintendent**;

(iv) the Deputy Director and Director of the Institute of Medical and Veterinary Science.

'Medical Superintendent - Country Hospital (with appropriate higher qualification)' means an employee who has been registered by the **Medical Board** as a specialist or who has obtained a Fellowship of the Royal Australian College of Medical Administrators and has been appointed as such.

'Medical Superintendent - Country Hospital (without appropriate higher qualification)' means an employee who has been granted full registration as a medical practitioner by the **Medical Board** and has been appointed to such position.

'Registrar' means an employee who is a medical graduate committed to an approved post graduate training programme who has had at least two years experience since obtaining full registration, and has completed at least one year of training required by that programme.

'Resident Medical Officer' means an employee who has been granted full registration as a medical practitioner by the **Medical Board** and has been appointed as such.

'Senior Consultant' means an employee who:

(i) has obtained a Diploma in Public Health or a Master in Public Health and who has had at least eight years experience in a relevant field of medicine either prior to or subsequent to obtaining a diploma or Master and has been appointed as a **Senior Consultant** by an employing authority bound by this award; or

(ii) has obtained a Fellowship of the Australasian College of Venereologists and has had four years experience in that speciality since obtaining the specialist qualification and has been appointed as a **Senior Consultant** by an employing authority bound by this award; or

(iii) has obtained a Fellowship of the Royal Australian College of General Practitioners or the Australian College of Rural and Remote Medicine and has had four years of relevant experience since obtaining a fellowship and is employed in a medical position in -

(a) a community health centre; or

(b) a primary care unit within a hospital; or

(c) an accident and emergency service department of a general hospital where the duties consist mainly of primary care,

and has been appointed as a **Senior Consultant** by an employing authority bound by this award; or

(iv) In all other cases has been registered by the Medical Board as a specialist and has at least four years experience in that speciality since obtaining the specialist qualification and has been appointed as a Senior Consultant by an employing authority bound by this award.

'Senior Medical Administrator' means an employee who has been registered by the **Medical Board** as a specialist or who has obtained a Fellowship of the Royal Australian College of Medical Administrators and has been appointed as such.

'Senior Registrar' means an employee who has obtained a specialist qualification and has been appointed a Senior Registrar.

'Teaching Community Health Centre' means Adelaide Central Community Health Service and the Noarlunga Health Service.

'Teaching Hospital' means Royal Adelaide Hospital, Modbury Hospital, Flinders Medical Centre, North Western Adelaide Health Service, Women's and Children's Hospital and Repatriation General Hospital.

'Trainee Medical Officer' means an employee employed as an **Intern**, **Resident Medical Officer**, **Registrar**, **Senior Registrar**.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

OPDATE 13:05:98 on and from

Clause 2.1 Introduction of Change

OPDATE 13:05:98 on and from

2.1.1 Notification of Intended Change

2.1.1.1 Where an employer has made a definite decision to implement changes in program, organisation, structure or technology that are likely to have significant effects on Officers, the employer must, as soon as practicable, notify the Officers who may be affected by the proposed changes and the Association.

2.1.1.2 "Significant Effects" includes major changes in the composition, operation or size of the employers workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Officers to other work or locations and the restructuring of jobs. However, where the award makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

2.1.2 Consultation with Officers and their **Association**.

2.1.2.1 The employer must discuss with the Officers affected and the **Association**, among other things, the introduction of the changes referred to in 2.1.1.1, the effects the changes are likely to have on Officers, measures to avert or mitigate the adverse effects of such changes on Officers and must give prompt consideration to matters raised by the Officers and/or the **Association** in relation to the changes.

2.1.2.2 The discussion must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 2.1.1.1.

2.1.2.3 For the purposes of such discussion, the employer must provide in writing to the Officers concerned and the **Association** all relevant information about the changes, including the nature of the changes proposed; the expected effects of the changes on Officers and any other matter likely to affect Officers except that any employer is not required to disclose confidential information disclosure of which, when looked at objectively, would be harmful to the employer's interests.

Clause 2.2 Implementation Oversight Committee

OPDATE 13:05:98 on and from

2.2.1 In order to assist in the implementation of the 38 hour week for the **Trainee Medical Officers** a joint employing authority/SASMOA/SAHC Implementation Oversight Committee has been established. The Committee is responsible for:

(i) monitoring training and meal break issues and is available to the parties, including individual **Trainee Medical Officers**, as an independent review mechanism if employing authorities do not follow award prescriptions or the spirit of the award; and

(ii) assisting in the development of strategies to address identified issues.

2.2.2 The committee will operate for a period of 6 months, and at the completion of this period, report to the Commission on the implementation and any recommendations of the Committee for variation of the prescription thereof (if any).

PART 3 - EMPLOYMENT - PART-TIME AND CASUAL; TERMINATION

OPDATE 13:05:98 on and from

Clause 3.1 Part-Time and Casual Employees

OPDATE 13:05:98 on and from

3.1.1 Part-Time employees

3.1.1.1 Trainee Medical Officers

(i) A part-time **Trainee Medical Officer** means an employee who is engaged and paid as such, and who is employed on less than a full time basis for 15 or more hours per week. Such employee will be paid according to the number of hours worked at the **Hourly Rate** of the employee's defined classification.

(ii) The provisions of 5.1.1 apply to part-time **Trainee Medical Officers** on a proportionate basis according to the number of hours of rostered duty.

3.1.1.2 Medical Officers

(i) A part-time **Medical Officer** means an employee who is engaged and paid as such, and who is employed on less than a full time basis for four or more hours per week, for a continuous period of one calendar month or longer, where the number of hours worked per week is fixed and constant.

(ii) A part-time **Medical Officer** is to be paid according to the number of hours worked at the **Hourly Rate** of the employee's classification.

3.1.1.3 Consultants and **Senior Consultants**, and Medical Administration Classifications

(i) A part-time **Consultant**/**Senior Consultant** or a part time employee appointed within the Medical Administration Classifications detailed in Part IV of Schedule 1. Salaries attached to this award, means an employee who is engaged and paid as such, and who is employed on a nominal half day basis for a continuous period of one calendar month or longer where the number of nominal half days worked is fixed and constant.

(ii) Such employee must not be employed at one or more employing authority bound by this award for in excess of a total of nine nominal half days in any one calendar week. In addition, an employee appointed to a **Teaching Hospital** or a **Teaching Community Health Centre**, must be employed for at least six nominal half days per calendar week.

(iii) A part-time employee appointed under these arrangements is to receive payment for each such nominal half day employed, at the rate of one twentieth of the fortnightly salary of the employee's defined classification.

(iv) For the purposes of this subclause a "nominal half day" means a period of between three and one half hours and four hours.

3.1.2 Casual Employees

A casual employee is an employee (other than a **Trainee Medical Officer**) who is -

(i) employed on an hourly basis for less than one calendar month or

(ii) employed on an hourly basis for a period in excess of one month where the hours of duty are not fixed and constant. Such employee will receive payment at the rates of pay of the employee's classification as provided for in Part VII of the schedule to the award. The rates of pay provided in the schedule are inclusive of annual leave, sick leave and public holidays not worked.

Clause 3.2 Termination of Employment - *Public Sector Act* Employees

OPDATE 01:10:19 on and from

Employment for all employees appointed pursuant to the provisions of the *Public Sector Act 2009* (as amended), will be terminated in accordance with that Act.

Clause 3.3 Termination of Employment - Other Employees

OPDATE 13:05:98 on and from

3.3.1 Notice of Termination by Employer

3.3.1.1 In order to terminate the employment of all other employees (other than casual employees), the employer must give the following notice:

Period of Continuous Service	***Period of Notice***
Not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

3.3.1.2 In addition to the notice in 3.2.1.1, employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

3.3.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 3.2.1.1 and 3.2.1.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

3.3.1.4 In calculating any payment in lieu of notice, the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

3.3.1.5 The period of notice in this Clause does not apply in the case of:

(i) dismissal for conduct that at common law justifies instant dismissal;
(ii) casual employees;
(iii) employees engaged for a specific period of time; or
(iv) employees engaged for a specific task or tasks.

3.3.2. Time Off During Notice Period

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

3.3.3 Statement of Employment

At the employee's request the employer must provide to an employee whose employment has been terminated, a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

3.3.4 Payment in Lieu

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee.

3.3.5 Notice of Termination by Employee

In order to terminate employment an employee must give the employer at least two weeks' notice.

PART 4 - SALARIES ETC. AND ALLOWANCES

OPDATE 13:05:98 on and from

Clause 4.1 Salaries

OPDATE 15:09:99 1st pw on or after

4.1.1 Refer Schedule 1 attached to this award. It comprises:

Part I	Trainee Medical Officers
Part II	Medical Officers
Part III	Consultants and Senior Consultants
Part IV	Medical Administration Classifications
Part V	Institute of Medical and Veterinary Science
Part VI	Remote Call Allowances
Part VII	Casual Employees
Part VIII	Higher Qualification Allowance
Part IX	Managerial Allowances
Part X	Safety Net Adjustments

4.1.2 Payment of Salaries

4.1.2.1 Salaries will be paid fortnightly.

4.1.2.2 Despite 4.1.2.1, any employee, who has given or has been given notice of termination of service, must be paid all moneys due to that employee as soon as possible or in any case not more than three days after the last day of service. However, this does not apply to payments for accrued long service leave or refund of contributions for superannuation.

4.1.3 Salary on Appointment

The salary level on appointment of an employee is established by reference to years of relevant experience since fulfilling the requirements for appointment.

Clause 4.2 Assignment to Alternative Duties

OPDATE 13:05:98 on and from

The employer may direct an employee to carry out such duties within the limits of the employee's skill, competence and training.

Clause 4.3 Allowances

OPDATE 01:10:2019 on and from

4.3.1 Higher Qualifications

4.3.1.1 A **Trainee Medical Officer** whose position attracts a salary not less than that of a sixth year **Resident Medical Officer** or third year **Registrar** and who has passed all examinations which will lead to recognition of the employee as a specialist by the **Medical Board** (although such recognition may be withheld pending the completion by the employee of the required practical time but the employee is within twelve months of the date upon which such recognition would normally be granted) will be paid an allowance shown in Part VIII of Schedule 1. Salaries and Allowances attached to this award if the employee has not been appointed as a **Senior Registrar**.

4.3.1.2 The allowance provided in 4.3.1.1 is to apply from the date on which the employing authority certifies that the employee is required to perform more responsible work appropriate to the employee's qualifications.

4.3.2 Managerial Allowances

4.3.2.1 Appointments of **Senior Consultants** to undertake additional managerial responsibilities attracting a Managerial Allowance will be made for 5 years, during which time the allowance (as applicable) will be payable and regarded as part of salary for all purposes including leave entitlements. Where a **Senior Consultant** is not reappointed to undertake such additional managerial responsibilities, the Managerial Allowance will cease to be payable.

4.3.2.2 Small Unit or Sub-Unit of a Large Unit

(i) A **Senior Consultant** who is appointed to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit will be required to maintain an active clinical role within the **Senior Consultant's** speciality and undertake duties that include direct line responsibility for a sub-unit/unit/department of a health unit, and involvement in a number of, but not necessarily all of the following:

(a) Cost Centre management; including, budget preparation, management of allocated funds, preparation of capital works proposals.

(b) Line personnel management responsibilities and/or supervision of subordinate staff.

(c) Planning and policy development at the Unit level, and, where applicable, at the health unit.

(d) Responsibility for management of a strategic implementation programme.

(e) Responsibility for the co-ordination of research.

(f) Ensuring that teaching commitments are met.

(g) Contributing to the overall efficiency and effective operation of the health unit as a member of the management team.

(h) Considerable in-patient and/or out-patient workload activity.

(ii) A **Senior Consultant** who is appointed to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit will be paid an allowance shown in Part IX(i) of Schedule 1. Salaries and Allowances attached to this award.

4.3.2.3 Large Unit

(i) A **Senior Consultant** appointed to undertake the additional responsibilities associated with the management of a large unit will be required to maintain an active clinical role within the **Senior Consultant's** speciality, and in addition to the criteria identified for a small unit/sub-unit above, will be involved in the management of significant numbers and categories of subordinate staff and in some, but not necessarily all, of the following:

(a) Management control over a major budget allocation and expenditure.

(b) Management of extensive research projects.

(c) Management of associated sub-unit(s).

(d) responsibility for State, National or International services or research which is required by the employing authority.

(ii) A **Senior Consultant** who is appointed to undertake additional managerial responsibilities associated with the management of a large unit will be paid an allowance shown in Part IX(ii) of Schedule 1. Salaries and Allowances attached to this award.

4.3.2.4 Divisional/Clinical Director

(i) A Divisional/Clinical Director is responsible to the Clinical Services Director for the management of a Division. Where no appointment to a Clinical Services Director is made pursuant to sub-clause 4.3.2.5, the Divisional/Clinical Director is responsible to the Chief Executive Officer for the total management of a Division. Officers appointed to this level will be required to maintain an active clinical role within their speciality and perform duties which will generally include but are not confined to:

(a) accountable to the Clinical Services Director (where appointed) and is responsible for the implementation of strategies ensuring the effective management of a range of human and material resources within a specified Division in conjunction with the joint head of Division or, where a Clinical Services Director is not appointed, to the Chief Executive Officer for the implementation of strategies ensuring the effective management of the total range of human and material resources within a specified Division in conjunction with the joint head of Division;

(b) responsibility, with the joint head of Division, for the quality of services provided by the Division;

(c) participating as a member of health unit/Teaching Hospital Executive;

(d) responsibility, with the joint head of Division, for the recruitment, appointment, retention and co-ordination of the development, including appraisals, of all staff in the Division within overall health unit/Teaching Hospital human resource guidelines;

(e) in consultation with health unit/Teaching Hospital Executive members, Assistant Directors of Nursing and other Divisional/Clinical Directors, developing long-term corporate management strategies with health unit/Teaching Hospital wide application;

(ii) Officers appointed to this level will also be required to collaborate with the joint head of Division:

(a) in the management of the allocation of resources, including capital expenditure, within the Division through the planning and budgeting process including negotiating with the Clinical Services Director or Chief Executive Officer (as appropriate) and health unit/Teaching Hospital Executive, the budget and activity profile for the service;

(b) to establish policies, goals and objectives for the Division and develop annual operating and long-term strategic plans for the service within the health unit/Teaching Hospital's operating plan;

(c) in relation to the initiation and promotion of research activities and special projects specific to the Division; and

(d) to ensure that teaching commitments for undergraduate and post-graduate courses, specific to the Division, are met.

(iii) Where there is no joint head of Division appointed to jointly manage the Division, the Divisional/Clinical Director will undertake sole responsibility for all of the duties attaching to the position.

(iv) For the purposes of this subclause:

a "Division" means a group of Departments, wards, clinics, theatres and/or procedural areas which are arranged to form a discreet business unit of the health unit/Teaching Hospital and may include a variable number of small and large units as described above; and

a "joint head of Division" means an Assistant Director of Nursing (functional services unit), Registered Nurse (level 4A) or Scientific Officer or the like, who has the responsibility of jointly managing the Division.

(v) A **Senior Consultant** who is appointed to undertake additional managerial responsibilities associated with the management of a Division will be paid an allowance shown in Part IX(iii) of Schedule 1. Salaries and Allowances attached to this award.

4.3.2.5 Clinical Services Director

(i) A Senior Consultant, Visiting Medical Specialist or Clinical Academic shall be eligible to receive a Clinical Services Director allowance where they are required to maintain an active clinical role within their area of specialty and to undertake additional managerial responsibilities which satisfy all of the following criteria:

(a) undertakes managerial responsibilities which satisfy the criteria applicable to a Clinical/Divisional Director allowance as prescribed in clause 4.3.2.4 of the Award;

(b) responsible for management of a Division with a total operating budget of at least $180 million (as indexed from time to time) and a total budgeted workforce comprising at least 1,000 full-time equivalent employees;

(c) responsible for the planning and implementation of significant strategic initiatives which are aligned with endorsed critical strategies of SA Health impacting over the whole of SA Health's operations including between Local Health Networks;

(d) has as direct reports Senior Consultants, Visiting Medical Specialists and/or Clinical Academics who undertake managerial responsibilities which satisfy the criteria for, and who are in receipt of, a Clinical/Divisional Director managerial allowance;

(e) reports directly to the Chief Executive Officer;

(f) is a member of the relevant Local Health Network Peak Executive Committee.

(ii) A Senior Consultant who is appointed to undertake managerial responsibilities associated with the management of a Division will be paid an allowance shown in Part IX (iv) of Schedule 1 – Salaries and Allowances attached to this Award.

4.3.3 Continuous Duty Allowance

4.3.3.1 An annual allowance of 5 per cent of the individual's annual salary excluding all allowances (except Managerial Allowances where applicable) will be paid in fortnightly instalments to a **Consultant** or **Senior Consultant** who is required by the employing authority to regularly provide a clinical service of an essential nature, other than in those circumstances attracting an oncall allowance or recall payments as prescribed by 5.5 and 5.6 of this award:

(i) at night and on weekends, and/or

(ii) over exceptionally long hours in excess of those generally required and which could reasonably be expected of salaried **Consultants** and **Senior Consultants**.

4.3.3.2 For the purpose of this subclause, a fortnightly amount will be derived as follows:

Individual's Annual Salary X 5/100 X 12/313

4.3.3.3 For the purpose of this subclause, a clinical service is a service directly related to continuous patient care.

4.3.3.4 The requirement for work of this nature to be performed must be determined in advance jointly by the Head of Unit or equivalent and the employing authority or its delegate.

4.3.3.5 Payment of the Continuous Duty Allowance (where applicable) is subject to periodic review by the employing authority to ensure that the criteria for attracting payment of the allowance as prescribed in 4.3.3.1, is being satisfied.

4.3.3.6 The Continuous Duty Allowance is to be regarded as part of salary for leave entitlements.

4.3.4 Travelling Allowance

Any employee who is required to travel in the course of official duties is entitled to the reimbursement of all costs associated with that travel in accordance with the provisions applicable from time to time to employees employed under the *Public Sector Act 2009* (as amended).

4.3.5 Meal Allowance

4.3.5.1 The provision of a meal or the payment of an allowance as the case may be under 4.3.5.2 apply where an employee is required to work any period in excess of 10 hours with a further entitlement to a meal or an allowance where such a period of required duty (excluding time spent on proximate call) extends beyond 14 hours.

4.3.5.2 Under the circumstances described in 4.3.5.1 the employer must provide a meal or pay a meal allowance equal to the cost (at the Hospital Cafeteria) of a three-course meal. However, when the Hospital Cafeteria is not open the employee will be paid an amount equal to the appropriate allowance specified in the SA Health (Health Care Act) Human Resources Manual as varied from time to time.

PART 5 - HOURS OF WORK, OVERTIME, BREAKS, SHIFT WORK, PUBLIC HOLIDAYS

OPDATE 13:05:98 on and from

Clause 5.1 Trainee Medical Officers

OPDATE 13:05:98 on and from

5.1.1 The ordinary hours of duty for a **Trainee Medical Officer** are an average of 38 per week.

5.1.2 The hours of duty of **Trainee Medical Officers** will be in accordance with the roster determined by the employing authority and applicable to each employee from time to time.

5.1.3 Except in the circumstances described in 5.1.4, a **Trainee Medical Officer** must not be rostered to work any time in excess of 14 hours per shift, 68 hours in any one week or 272 hours in any four week cycle.

5.1.4 In an emergency necessitating as much medical care being available to the hospital as possible or where in the employing authorities reasonable opinion additional patient care is warranted and reasonable alternatives do not exist, an employee may work in excess of 14 hours per shift, 68 hours in any one week or 272 hours in any four week cycle. Payment for all work in excess of 14 hours per shift or 68 hours in any one week will be at the rate of 150 per cent.

5.1.5 The employing authority may approve variations from the rostered starting and finishing times as long as the employee works at least the minimum hours required by the roster in any week or four week cycle.

5.1.6 For the purpose of this award, hours of rostered duty must not include ‘Proximate Call’, ‘Remote Call’ or ‘Recall’ duty.

5.1.7 A maximum of 14 hours per shift (inclusive of meal breaks) may be worked in a roster but a minimum of 8 clear hours free of rostered duty must be granted before recommencement of duty.

5.1.8 Payment for hours of rostered duty in excess of 152 hours in any four week cycle or at the employing authority’s option 76 hours in any two week cycle, will be paid at the rate of 150 per cent of the **Hourly Rate** applicable to the employee.

5.1.9 Payment for hours of rostered duty which commence at or after 12 midday (not being hours of rostered duty for which payment is made in accordance with 5.1.8 or 5.1.10) will be made at the rate of 115 per cent of the **Hourly Rate** applicable to that employee.

5.1.10 Payment for hours of rostered duty worked between midnight and 8.00 am. on any day (not being hours of rostered duty for which payment is made in accordance with 5.1.8) will be made at the rate of 125 per cent of the **Hourly Rate** applicable to that employee.

Clause 5.2 Medical Officers

OPDATE 13:05:98 on and from

5.2.1 Full-Time

5.2.1.1 Payment for hours of rostered duty in excess of 152 hours in any four week cycle, or at the employing authority’s option, 76 hours in any two week cycle will be made at the rate of 150 per cent of the **Hourly Rate** applicable to the employee.

5.2.1.2 Payment for hours of rostered duty which commence at or after 12 midday and which extend beyond 6.00 pm (not being hours of rostered duty for which payment is made in accordance with 5.2.1.1 or 5.2.1.3) will be made at the rate of 115 per cent of the **Hourly Rate** applicable to the employee.

5.2.1.3 Payment for hours of rostered duty worked between midnight and 8.00 am on any day (not being hours of rostered duty for which payment is made in accordance with 5.2.1.1) will be made at the rate of 125 per cent of the **Hourly Rate** applicable to the employee.

5.2.1.4 The maximum number of hours for which an employee may be rostered at any one time is 10 hours, inclusive of an unpaid meal break of half an hour.

5.2.2 Part-Time

5.2.2.1 Payment for hours of rostered duty which fall after 6.00 pm (not being hours of rostered duty for which payment is made in accordance with 5.2.2.2) will be made at the rate of 115 per cent of the **Hourly Rate** applicable to the employee.

5.2.2.2 Payment for hours of rostered duty worked between midnight and 8.00 am on any day will be made at the rate of 125 per cent of the **Hourly Rate** applicable to the employee.

Clause 5.3 Meal Breaks

OPDATE 13:05:98 on and from

5.3.1 Except in the circumstances described in 5.3.2, a **Trainee Medical Officer** or **Medical Officer** must not be required to work more than 6 hours without a meal break of half an hour.

5.3.2 The provisions of 5.3.1 do not apply in the case of emergencies or where the requirement to facilitate continuity of patient care results in the need for the **Trainee Medical Officer** or **Medical Officer** to continue active duty.

5.3.3 Except in the circumstances described in 5.3.4, where a **Trainee Medical Officer** or **Medical Officer** works in excess of 6 hours without a meal break, that **Trainee Medical Officer** or **Medical Officer** must be paid an additional penalty for all time worked until a meal break is taken and completed. The additional penalty payable under this subclause is 50 per cent of the **Hourly Rate** applicable to that **Trainee Medical Officer** or **Medical Officer**. Where the **Trainee Medical Officer** or **Medical Officer** performs work contemplated by 5.1.8, 5.1.9, 5.1.10, 5.2.1.1, 5.2.1.2, 5.2.1.3 or 5.2.2 of this award, this additional penalty is payable in addition to any other penalties that might be payable.

5.3.4 The provisions of 5.3.3 do not apply where a **Trainee Medical Officer** or **Medical Officer** has not been expressly instructed by that employee's superior to continue working in excess of the 6th hour span.

5.3.5 Where a **Trainee Medical Officer** or **Medical Officer** is interrupted during a meal break by work such meal break is to be counted as time worked and the period paid for at ordinary time rates.

Clause 5.4 Public Holidays

OPDATE 29:01:2026 on and from

5.4.1 For the purpose of this clause the following public holidays will be allowed to employees on full pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, Sovereign's Birthday, Labor Day, Christmas Day, Proclamation Day or in lieu of any such holiday any holiday proclaimed in lieu thereof together with any other day duly proclaimed as a special day and observed as a public holiday within the State of South Australia.

5.4.2 Where a **Trainee Medical Officer**, other than a **Trainee Medical Officer** on "Proximate Call", is rostered to work or recalled to work on any public holiday, such employee must be paid the rate of double time and a half of the **Hourly Rate** for all time worked. This penalty is in lieu of shift penalties and overtime payments.

5.4.3 Where a public holiday falls between Monday and Friday inclusive and an employee does not work on any such day because it is a rostered day off, the employee will be entitled to have one day added to annual leave for each public holiday so occurring.

5.4.4 An employee, other than a **Trainee Medical Officer** who is rostered to work on a public holiday, will be allowed one day off in lieu of such public holiday which day may, at the employee's option, be added to annual leave.

5.4.5 Where an **Assistant Medical Administrator (without appropriate higher qualifications)**, a **Medical Superintendent - Country Hospital (without appropriate higher qualifications)** (located at Gawler Health Service, Port Lincoln Health and Hospital Services, or Northern Yorke Peninsula Regional Health Service) or a **Medical Officer**, is recalled to duty on any public holiday and such recall is authorised, the employee concerned must be paid the rate of double time and a half of the **Hourly Rate** for all time worked.

Clause 5.5 On Call

OPDATE 01:10:19 on and from

5.5.1 Proximate Call

5.5.1.1 Proximate Call is time spent by **Trainee Medical Officers** (other than hours of duty referred to in 5.1) who are required by the employing authority to be on call and remain within the precincts of their respective hospitals when not actually on duty.

5.5.1.2 In deciding whether to require a **Trainee Medical Officer** to undertake a period of proximate call, the employing authority must have regard to the following principles:

(i) proximate call must be limited to those circumstances where the need exists for **Trainee Medical Officers** to be available for call and to remain on the hospital premises to ensure a quick response.

(ii) proximate call must be confined to those situations where infrequent calls are encountered and which require limited hours of recall on a regular basis.

(iii) in determining whether proximate call is appropriate for any given situation, regard must be had to the envisaged or likely hours of work that may be required of an individual during the period of the proximate call and/or the envisaged or likely contacts and interruptions.

(iv) the use of proximate call is considered appropriate if the hours of work do not exceed 2.5 hours per proximate call shift on average, and/or the contacts and interruptions do not exceed 6 per proximate call shift on average.

5.5.1.3 In addition to having regard to the principles outlined in 5.5.1.2, health units must seek approval to utilise proximate call from the **Association** and the Department for Health and Wellbeing. Such approval will be granted on the condition that:

(i) health units provide to the satisfaction of the parties reasons why alternative rostering arrangements are inappropriate;

(ii) a policy must be in place to provide cover for periods of leave;

(iii) provide rosters clearly identifying the frequency of proximate call.

5.5.1.4 A **Trainee Medical Officer** -

(i) before being placed on proximate call must have completed at least 12 hours and no more than 14 hours of duty immediately preceding the commencement of proximate call.

(ii) must be placed on proximate call only between the hours of 10 pm. and 8.30 am. on the next succeeding day for a minimum period of 8 hours. However, where a **Trainee Medical Officer** has only been rostered for 12 hours duty prior to being placed on proximate call, then such proximate call must not commence before twelve midnight;

(iii) must not be required for duty in the succeeding 24 hours if the work performed during a proximate call shift exceeds 5 hours. Where a **Trainee Medical Officer** has been rostered to work during that succeeding 24 hours, those hours must be treated as if they had been worked.

(iv) no **Trainee Medical Officer** is to be placed on proximate call more frequently than eight nights during any twenty-eight calendar days;

(v) no **Trainee Medical Officer** will be required to work proximate call to cover staff shortages.

5.5.1.5 The provisions of 5.5.1.4 (iv) and (v) may be set aside in an emergency situation or in exceptional and unforeseen circumstances but only if each of the following steps have been taken:

(i) A list of appropriately qualified and experienced medical officers available to be called upon in an emergency is maintained;

(ii) Alternative measures are considered;

* Checking the availability of Casuals, Visiting or Locum Medical Officers as per the above mentioned list

* Reducing the level of services

* Transferring patients

(iii) Records of the measures taken to address emergency situations are kept.

(iv) The Chief Executive Officer convenes a meeting of the key medical staff to formulate an action plan. The meeting must consider:

* The likely duration of the situation

* Roster requirements

* Timetable for future meetings

(v) Consultation with the relevant **Trainee Medical Officers** and/or their representatives must be undertaken to formulate a rostering arrangement.

(vi) The Chief Executive Officer must advise the **Association** and the Department for Health and Wellbeing that the provisions of this sub-clause are being invoked and the circumstances surrounding the emergency. Both organisations must be informed of the status of the emergency and any changes in the way it is being dealt with.

(vii) As soon as it becomes apparent that the emergency will continue beyond a week, the Chief Executive Officer must:

* Reconvene the emergency committee

* Reassess steps (i) and (ii) in this process

* Follow the remaining processes

5.5.1.6 A **Trainee Medical Officer** placed on proximate call must, for the whole of the period, be paid the **Hourly Rate** of the defined classification for each hour on proximate call. In addition, a penalty of 50% applies where a **Trainee Medical Officer** is recalled whilst on proximate call, provided that where a **Trainee Medical Officer** is placed on proximate call on a Public Holiday, payment will be at one and three quarter times the **Hourly Rate** of the defined classification.

5.5.1.7 Unless the **Association** and the Department for Health and Wellbeing agree otherwise, a review of the application of proximate call will be conducted by the parties every twelve months.

5.5.2 Remote Call

5.5.2.1 Remote Call is time spent by employees who are required by the employing authority to hold themselves available for duty, at home or some other mutually agreed place but without being restricted to the precincts of the hospital.

5.5.2.2 A **Trainee Medical Officer**, an **Assistant Medical Administrator (without appropriate higher qualifications)**, a **Medical Superintendent- Country Hospital (without appropriate higher qualifications)** (located at Gawler Health Service, Port Lincoln Health and Hospital Services, or Northern Yorke Peninsula Regional Health Service) or a **Medical Officer**, who is rostered on a remote call of a night or for part of a Saturday, Sunday, Public Holiday or part of any other day when that officer would normally be rostered off duty, will be paid the allowance shown in Part VI (i) of Schedule 1. Salaries attached to this award.

5.5.2.3 A **Trainee Medical Officer**, an **Assistant Medical Administrator (without appropriate higher qualifications)**, a **Medical Superintendent- Country Hospital (without appropriate higher qualifications)** (located at Gawler Health Service, Port Lincoln Health and Hospital Services, or Northern Yorke Peninsula Regional Health Service) or a **Medical Officer**, who is rostered on remote call on a full Saturday, Sunday, Public Holiday or any other day on which such employee would normally be rostered off duty will be paid the allowance shown in Part VI (ii) of Schedule 1. Salaries attached to this award.

5.5.2.4 A **Consultant**, **Senior Consultant** or an employee appointed within the Medical Administration Classifications detailed in Part IV of Schedule 1. Salaries attached to this award who holds a Specialist qualification, who participates in a regular remote call roster as required by the employing authority, will be paid an annual allowance equal to 5 per cent of the individual's annual salary excluding all allowances (except the Managerial Allowance where applicable).

This allowance:

(i) is payable whilst the individual participates in a regular remote call roster, and will be paid as a fortnightly amount derived as follows:

Annual Salary X 5/100 X 12/313

(ii) is subject to periodic review by the employing authority to ensure that the criteria for attracting payment of the allowance is being satisfied, and

(iii) is not payable during any periods of leave.

Clause 5.6 Recall

OPDATE 01:10:2019 on and from

5.6.1 When a **Trainee Medical Officer**, other than a **Trainee Medical Officer** on 'Proximate Call', an **Assistant Medical Administrator (without appropriate higher qualifications)**, a **Medical Superintendent- Country Hospital (without appropriate higher qualifications)** (located at Gawler Health Service, Port Lincoln Health and Hospital Services, or Northern Yorke Peninsula Regional Health Service) or a **Medical Officer**, is recalled to duty on any day other than a public holiday (refer 5.4.2 or 5.4.5 as appropriate) and such recall is authorised, in addition to payment made in accordance with 5.5.2.2 and 5.5.2.3 payment will be made for time worked outside hours of rostered duty at the rate of 150 per cent of the **Hourly Rate** applicable to the employee except that:

5.6.1.1 where the period of time worked is less than 3 hours, payment will be made for 3 hours; and

5.6.1.2 where the employee is recalled to duty within 3 hours of a previous recall the employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of commencement of the previous recall or recalls.

5.6.2 Where a **Consultant**, **Senior Consultant** or an employee classified in the Medical Administration Classifications detailed in Part IV of Schedule 1. Salaries attached to this award who holds a specialist qualification, is re-called to duty and such re-call is authorised, payment is to be made for time worked on such re-call work as follows:

5.6.2.1 for work performed on Monday to Friday, Saturday and Sunday - at the rate of 150 per cent of the individual's **Hourly Rate** (refer 5.6.2.4) applicable to the employee;

5.6.2.2 for work performed on any public holiday - at the rate of 250 per cent of the individual's **Hourly Rate** (refer 5.6.2.4) applicable to the employee;

5.6.2.3 where the period of time worked is less than 3 hours, payment is to be made for 3 hours. However, where such an employee is re-called to duty within 3 hours of a previous re-call the employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of commencement of the previous re-call or re-calls;

5.6.2.4 for the purpose of re-call payments under this subclause, the individual employee's **Hourly Rate** means the employee's annual salary excluding all allowances, (except the Managerial Allowance where applicable) calculated as a weekly amount divided by 37.5.

5.6.3 'Recalled to Duty' does not refer to duty undertaken immediately following rostered work or overtime or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the employee prior to the completion of the employee's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the employee knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.

5.6.4 When a **Trainee Medical Officer** or **Medical Officer** is recalled to duty the **Trainee Medical Officer** or **Medical Officer** will be reimbursed a travelling allowance as prescribed in the relevant SA Health (Health Care Act) Human Resources Manual from time to time. However, payment must only be made for the actual distance travelled one way by the shortest direct route.

PART 6 - LEAVE

OPDATE 13:05:98 on and from

Clause 6.1 Annual Leave

OPDATE 24:03:2006 on and from

6.1.1 Subject to 6.1.2, 6.1.3 and 6.1.4, an employee (other than a casual employee) will, on the completion of twelve months service, be entitled to annual leave, exclusive of paid public holidays falling during the period of leave, on the following basis:

6.1.1.1 Thirty-five calendar days on full pay a year if regularly rostered for duty over seven days of the week or if an employee is not regularly rostered for duty over seven days of the week but is regularly required by the employing authority to be on duty or on call on seven days of the week (including Sundays and Public Holidays).

6.1.1.2 Twenty-eight calendar days on full pay a year if not so rostered or required to be on duty or on call.

6.1.1.3 A part-time employee is only entitled to receive payment for annual leave at the rate of payment which would have been received had the employee been on duty for the full period of the leave.

6.1.2 An employee, other than a **Trainee Medical Officer**, is not entitled to annual leave in respect of the employee's first year of service before completion of such year of service.

6.1.3 Annual Leave for employees other than **Trainee Medical Officers** is earned in service years but is taken in financial years. Annual leave will be granted by the employer and must be taken by the employee within the financial year during which it falls due, except that where the employer and employee agree, an entitlement to annual leave, in whole or in part, may be deferred to the financial year next succeeding that in which it falls due. Further, an employee may, after the 1st year of service, take annual leave before the period of leave has actually accrued.

6.1.4 If a period of annual leave for an employee other than a **Trainee Medical Officer** is deferred, then -

6.1.4.1 the employee may, during the first six months of the financial year to which the annual leave has been deferred, apply to take such deferred leave during that financial year. Upon receipt of such application, the employer must grant the leave sought, where possible at the time(s) requested but in any case within a six month period commencing from the date of application, and

6.1.4.2 where the employee does not make an application under 6.1.4.1, the employer must grant and direct the employee to take such deferred leave during that financial year.

6.1.5 The entitlement of a **Trainee Medical Officer** to annual leave accrues on the completion of twelve months continuous service less the period of leave. However, a **Trainee Medical Officer** may at any time be granted annual leave in anticipation of annual leave accruing.

6.1.6 Annual leave for a **Trainee Medical Officer** will be granted by the employer and must be taken by the employee before a further entitlement to annual leave accrues. However, where the employer and the employee agree, an entitlement to annual leave, in whole or in part, may be deferred to the next following service year.

6.1.7 If a period of annual leave for a **Trainee Medical Officer** is deferred then -

6.1.7.1 the employee may, during the first six months of the service year to which the annual leave has been deferred, apply to take such deferred leave during that service year. Upon receipt of such application, the employer will grant the leave sought, where possible at the time(s) requested but in any case within a six month period commencing from the date of application, and

6.1.7.2 where the employee does not make such application, the employer must grant and direct the employee to take such deferred leave during that service year.

6.1.8 Where annual leave is granted and taken in anticipation of an entitlement accruing and, before the entitlement to that leave accrues to the employee, the employee ceases for any reason to be an employee, then unless the employer otherwise determines, a sum equal to the sum paid to the employee in respect of that leave must be repaid to the employer.

6.1.9 Where the employing authority and the employee agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than seven calendar days.

6.1.9A Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employing authority and employee, a full time employee may take annual leave in single day periods not exceeding 10 days;

6.1.9A.1 in any financial year for employees other than a Trainee Medical Officer, and

6.1.9A.2 in any service year for a Trainee Medical Officer, and

for the purposes of personal leave to care for a family member as set out in 6.8.

6.1.10 Where the employment of an employee is terminated the employee is to be paid the appropriate pro rata entitlement for annual leave except that where the employee has taken annual leave before rendering service appropriate to the amount of leave granted, the employing authority may recover the monetary equivalent of the excess leave taken.

6.1.11 Subject to 6.1.12, the rate of salary a **Trainee Medical Officer** is entitled to receive whilst on annual leave will be that which such employee would have received if during the period of leave the employee had worked the average weekly number of hours worked by that employee during the twelve months immediately prior to the date upon which the **Trainee Medical Officer** proceeds on annual leave. However, where the **Trainee Medical Officer** has not served for twelve months from the date of appointment to the date of commencement of leave, payment will be that which would have been received if during the period of leave the **Trainee Medical Officer** had worked the average weekly number of hours worked by the **Trainee Medical Officer** during this period of service.

6.1.11.1 For the purposes of this subclause 'the average weekly number of hours worked' means all hours actually worked including overtime and time worked on recall (other than when recalled on proximate call) during the proceeding twelve months. In relation to proximate call, all time whilst on such call (including any duty performed) is to be included in the calculation.

6.1.11.2 The payment to be made (which is in addition to normal salary) whilst on annual leave will be calculated on the basis of time and one half of the average number of overtime and recall hours (other than recall on proximate call) worked. Payment for the average number of hours rostered on proximate call (including any duty performed) will be calculated at the rate of ordinary time.

6.1.12 An employee other than a **Trainee Medical Officer**, and, where the provisions of this subclause are more beneficial to a **Trainee Medical Officer** than the provisions of 6.1.11, such **Trainee Medical Officer** will be paid, in addition to normal salary when proceeding on annual leave, an annual leave loading of 17.5 per cent of the classification's award salary for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.

6.1.13 The annual leave loading payable to a part-time **Trainee Medical Officer** shall bear the same proportion of a full-time employee's loading entitlement as the hours of duty worked by the part-time employee bear to the hours of duty of a corresponding full-time employee;

6.1.14 For employees other than **Trainee Medical Officers**, the amount of loading payable for each calendar weeks leave is to be calculated using the following formula:

$$\frac{\text{The weekly annual leave loading received by corresponding full time employee}}{10} \times \frac{\text{Nominal half days a part-time employee would have normally worked in a calendar week but for the taking of annual leave}}{1}$$

6.1.15 Where a **Senior Consultant** is in receipt of a Managerial Allowance as provided for in 4.3.2 such allowance will continue to be paid during periods of annual leave.

6.1.16 Where a **Consultant/Senior Consultant** is in receipt of a Continuous Duty Allowance as provided for in 4.3.3, such allowance will continue to be paid during periods of annual leave.

Clause 6.2 Personal Leave – Injury and Sickness

OPDATE 24:03:2006 on and from

6.2.1 All employees other than casual employees who are absent from work on account of personal illness or injury (other than an injury for which workers' compensation is payable) will, subject to 6.2.2, be eligible for the grant of personal leave without deduction from pay as follows:

6.2.1.1 employees, other than part-time employees, will be entitled to personal leave for a maximum period of twelve working days in any financial year;

6.2.1.2 part-time employees, who are engaged on a nominal half day basis, will be entitled to annual personal leave entitlements as follows:

No. of nominal half days worked per week	Maximum no. of nominal half days entitlement in any financial year
1	2
2	5
3	7
4	10
5	12
6	14
7	17
8	19
9	22

However, such part-time employees are only entitled to receive payment for personal leave at the rate of payment which would have been received but for the absence on account of illness or injury.

6.2.1.3 A part-time **Trainee Medical Officer** will be credited in any financial year with a maximum personal leave entitlement which bears the same proportion of 91.2 hours as the average actual weekly hours of rostered duty of a part-time **Trainee Medical Officer** bears to 38 hours. Such maximum annual entitlement shall be calculated by the following formula:

$$\frac{\text{Average no. of hours of rostered duty* trainee medical officer is employed per week}}{38} \times \frac{91.2}{1} = \text{Maximum no. of hours entitlement per financial year (taken to nearest hour)}$$

* Refer 5.1.1 and 5.1.6.

6.2.2 The maximum period of personal leave which may be granted within the first twelve months of service is:

6.2.2.1 Where the employee is appointed after 30 June in any year and before 1 January in the next succeeding year the employee will be credited with:

(i) one half of the annual entitlement on appointment,
(ii) one half of the annual entitlement on 1 January next succeeding the employee's day of appointment and
(iii) thereafter, the annual entitlement for each 1 July which occurs during the employee's period of service.

6.2.2.2 Where an employee is appointed after 31 December in a year and before 1 July in the next succeeding year the employee will be credited with:

(i) one half of the annual entitlement on appointment and
(ii) the annual entitlement for each 1 July which occurs during the employee's period of service.

However, despite the provisions in this subclause, an employee is not entitled to a grant of personal leave exceeding in the aggregate one half of the employee's annual entitlement during the first six months of service and not exceeding in the aggregate one annual entitlement during the first twelve months of service.

6.2.3 Personal leave accrues from year to year without limit.

6.2.4 Before being entitled to paid personal leave, the employee must, within twenty-four hours of the commencement of any period of absence, inform the employing authority of the inability to attend for duty and, as far as practicable state the nature of the illness, injury and the estimated duration of the absence.

6.2.5 Any employee absent on account of sickness for more than three days must forward a medical certificate to the employing authority.

Clause 6.3 Bereavement Leave

OPDATE 29:01:2026 on and from

6.3.1 An employee will, on the death within Australia of their wife, husband, spouse, father, mother, brother, sister, child, step-father, step-mother, step-child, step-brother, step-sister, half-brother, half-sister, guardian, foster-parent, mother-in-law, father-in-law, or household member be entitled on notice to leave up to and including the day after the funeral of such relation. This leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work.

6.3.2 Proof of such death must be furnished by the employee to the satisfaction of the employing authority.

6.3.3 This clause does not operate while the period of entitlement to leave under it coincides with any other period of leave, except annual leave and long service leave.

6.3.4 For the purpose of this clause the words ‘wife’ and ‘husband’ and ‘spouse’ do not include a wife or husband or spouse from whom the employee is separated, but do include a person who lives with the employee as a de facto wife or husband.

6.3.5 An employee may take unpaid bereavement leave by agreement with the employer.

Clause 6.4 Leave for Members of the Australian Armed Forces Reserve

OPDATE 13:05:98 on and from

6.4.1 An employee (other than a casual employee) who is a volunteer member of the Army Reserve (or its Naval or Air Force counterpart) and as such is required to attend a compulsory camp (normally for two weeks per annum) and occasionally a non-compulsory camp, may be granted the following leave:

6.4.1.1 up to fourteen calendar days in any financial year on full pay for one camp of continuous training, and

6.4.1.2 up to a further fourteen days in any financial year for additional training (not necessarily continuous) with any difference in pay made up, although a part-time employee is only entitled to receive payment for such leave at the rate of payment which would have been received had the employee been on duty for the full period of the leave.

6.4.2 Military leave required in addition to that provided in 6.4.1 must be taken without pay, or the employee may utilise all or any of the employee’s annual leave or may apply for long service leave (if eligible) for the period of training.

6.4.3 Military leave granted under the provisions of this clause counts as service for all purposes.

Clause 6.5 Examination Leave

OPDATE 13:05:98 on and from

6.5.1 An employee (other than a casual employee) sitting for an approved examination within Australasia aimed at providing the employee with a specialist qualification will be permitted a maximum of one week’s leave of absence per year with pay prior to a date of examination, plus time off with pay for the purpose of sitting for the examination, including reasonable and necessary travelling time directly associated with sitting for the examination. A part-time employee will only be entitled to receive payment for examination leave at the rate of payment which would have been received had the employee been on duty for the full period of the leave.

6.5.2 An employee, who has gained full registration but who has not taken any examination leave in a given year, may accumulate such leave until the following year, during which year the employee may take up to a maximum of 2 separate weeks examination leave in accordance with 6.5.1.

Clause 6.6 Conference Leave

OPDATE 29:01:2026 on and from

6.6.1 A **Consultant**/**Senior Consultant** or an employee (other than a casual employee) recognised as a specialist by the **Medical Board** is entitled to attend one conference in Australasia in any one year period up to a maximum period of five calendar days on full pay (including Managerial Allowance and/or Continuous Duty Allowance where applicable).

However, a part-time **Consultant**/**Senior Consultant** or a part-time employee recognised as a specialist by the **Medical Board** is only entitled to receive payment for Conference Leave at the rate of payment the employee concerned would have received for each nominal half day that would have been worked but for the period of the leave; and

6.6.2 Where a part-time **Consultant**/**Senior Consultant** or a part time employee recognised as a specialist by the **Medical Board** is employed by more than one employing authority respondent to this award, the employee concerned is only entitled to receive one single period of conference leave up to a maximum of five calendar days in any one year irrespective of the number of employing authorities the employee is employed by.

6.6.3 Subject to the provisions of 6.6.7, conference leave in respect of all employees may be accumulated for a period of two years.

6.6.4 The taking of conference leave is subject to the employing authority being satisfied that adequate staffing arrangements can be made during the period of such leave.

6.6.5 A **Consultant** or **Senior Consultant**, or an employee recognised as a specialist by the **Medical Board** who is employed on a full-time basis and a **Consultant** or **Senior Consultant** or employee so recognised who is employed on a part-time basis by a single employing authority for more than five nominal half days in a calendar week will be entitled to receive a full economy class airfare, registration and relevant workshop fees and a daily subsistence allowance will be paid up to a maximum of five days.

6.6.6 Where a **Consultant** or **Senior Consultant** attends a conference related or relevant to their speciality and prior to, concurrently or consecutively attends at the same location one or more conferences also related or relevant to his speciality, such conference/s will be regarded as one conference for the purposes of 6.6.1 on the understanding that:

6.6.6.1 the length of such conferences does not exceed in total a maximum of five calendar days; and

6.6.6.2 the employing authority only pays the registration and workshop fees for one conference.

6.6.6.3 in this context the term ‘location’ takes into account the fact that the related conferences may take place in different buildings in the same location, eg. Sydney.

6.6.7 Conference Leave may be accumulated for a period of two years provided that in the second year:

6.6.7.1 the length of such conferences does not exceed in total a maximum of ten calendar days; and

6.6.7.2 where the **Consultant** or **Senior Consultant** elects to attend conferences as prescribed in 6.6.6 of more than five days duration, the employing authority will only pay the registration and workshop fees for one conference; or

6.6.7.3 where the **Consultant** or **Senior Consultant** elects to take two periods of conference leave, each period must not exceed five days and the conditions provided in 6.6.5 will apply to each period.

Clause 6.7 Parental Leave

OPDATE 29:01:2026 on and from

6.7.1 **Definitions**

In this clause, unless the contrary intention appears:

6.7.1.2 ***Adoption*** includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.

6.7.1.3 ***Adoption leave*** means adoption leave provided under 6.7.3.4.

6.7.1.4 ***Child*** means a child of the employee or the employee's spouse under the age of one year; or

means a ***child*** under the age of school age who is placed with an employee for the purposes of ***adoption***, other than a ***child*** or step-***child*** of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.

6.7.1.5 ***Eligible casual employee*** means a casual employee employed by an employer during a period of at least 12 months, either:

(a) on a regular and systematic basis for several periods of employment; or

(b) on a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to ***adopt***, a reasonable expectation of ongoing employment.

6.7.1.6 ***Extended adoption leave*** means adoption leave provided under 6.7.3.4(b).

6.7.1.7 ***Extended paternity leave*** means paternity leave provided under 6.7.3.3(b).

6.7.1.8 ***Government authority*** means a person or agency prescribed as a government authority for the purposes of this definition.

6.7.1.9 ***Maternity leave*** means maternity leave provided under 6.7.3.2.

6.7.1.10 ***Medical certificate*** means a certificate as prescribed in 6.7.5.1.

6.7.1.11 ***Parental leave*** means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.

6.7.1.12 ***Paternity leave*** means paternity leave provided under 6.7.3.3.

6.7.1.13 ***Primary care-giver*** means a person who assumes the principal role of providing care and attention to a child.

6.7.1.14 ***Relative adoption*** means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

6.7.1.15 ***Short adoption leave*** means adoption leave provided under 6.7.3.4(a).

6.7.1.16 ***Special adoption leave*** means adoption leave provided under 6.7.10.

6.7.1.17 ***Special maternity leave*** means maternity leave provided under 6.7.9.1.

6.7.1.18 ***Spouse*** includes a defacto spouse, domestic partner or a former spouse.

6.7.2 **Employer's responsibility to inform**

On becoming aware that:

(a) an employee is pregnant; or
(b) an employee's ***spouse*** is pregnant; or
(c) an employee is adopting a ***child***,

an employer must inform the employee of:

(i) the employee's entitlements under this clause; and
(ii) the employee's responsibility to provide various notices under this clause.

6.7.3 **Eligibility for and entitlement to parental leave**

6.7.3.1 Subject to the qualifications in 6.7.4, the provisions of this clause apply to full-time, part-time and ***eligible casual employees*** but do not apply to other employees.

6.7.3.1(a) For the purposes of this clause ***continuous service*** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

6.7.3.1(b) An employer must not fail to re-engage a casual employee because:

(i) the employee or the employee's ***spouse*** is pregnant; or
(ii) the employee is or has been immediately absent on ***parental leave***.

6.7.3.1(c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

6.7.3.2 An employee who becomes pregnant is, on production of the required ***medical certificate***, entitled to up to 52 weeks of ***maternity leave***.

6.7.3.3 An employee is, on production of the required ***medical certificate***, entitled to one or two periods of ***paternity leave***, the total of which must not exceed 52 weeks, as follows:

6.7.3.3(a) An unbroken period of up to one week at the time of the birth of the ***child***.

6.7.3.3(b) A further unbroken period of up to 51 weeks in order to be the primary care-giver of the child (to be known as ***extended paternity leave***).

6.7.3.4 An employee is entitled to one or two periods of ***adoption leave***, the total of which must not exceed 52 weeks, as follows:

6.7.3.4(a) An unbroken period of up to three weeks at the time of the placement of the ***child*** (to be known as ***short adoption leave***).

6.7.3.4(b) A further unbroken period of up to 49 weeks in order to be the ***primary care-giver*** of the ***child*** (to be known as ***extended adoption leave***).

6.7.4 **Qualifications on entitlements and eligibility**

6.7.4.1 An employee engaged upon casual work is not entitled to ***parental leave.***

6.7.4.2 An entitlement to ***parental leave*** is subject to the employee having at least 12 months of ***continuous service*** with the employer immediately preceding:

(a) in the case of ***maternity leave***, the expected date of birth; or otherwise

(b) the date on which the leave is due to commence.

6.7.4.3 The entitlement to ***parental leave*** is reduced:

6.7.4.3(a) In the case of ***maternity leave***, by any period of ***extended paternity leave*** taken by the employee's ***spouse*** and/or by any period of ***special maternity leave*** taken by the employee.

6.7.4.3(b) In the case of extended paternity leave, by any period of maternity leave taken by the employee's spouse.

6.7.4.3(c) In the case of extended adoption leave, by any period of extended adoption leave taken by the employee's spouse.

6.7.5 **Certification required**

6.7.5.1 An employee must, when applying for ***maternity leave*** or ***paternity leave***, provide the employer with a ***medical certificate*** that:

(a) names the employee or the employee's ***spouse***, as appropriate;

(b) states that the employee or the employee's ***spouse*** is pregnant; and

(c) states:

(i) the expected date of birth;
(ii) the expected date of termination of pregnancy; or
(iii) the date on which the birth took place,

whichever is appropriate.

6.7.5.2 At the request of the employer, an employee must, in respect of the conferral of ***parental leave***, produce to the employer within a reasonable time a statutory declaration which states:

6.7.5.2(a) Parental leave

(i) The particulars of any period of parental leave sought or taken by the employee's spouse, and where appropriate;
(ii) That the employee is seeking the leave to become the primary care giver of the child.

6.7.5.2(b) *Adoption leave*

(i) In the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and
(ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

6.7.6 **Notice requirements**

6.7.6.1 Maternity leave

6.7.6.1(a) An employee must:

(i) Not less than 10 weeks before the expected date of birth of the child, give notice in writing to their employer stating the expected date of birth; and
(ii) Give not less than four weeks notice in writing to their employer of the date of which they propose to commence maternity leave stating the period of leave to be taken; and
(iii) Notify the employer of any change in the information provided pursuant to 6.7.5 within two weeks after the change takes place.

6.7.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require them to commence ***maternity leave*** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given their employer the required notice.

6.7.6.2 Paternity leave

An employee must:

6.7.6.2(a) Not less than 10 weeks prior to each proposed period of ***paternity leave***, give the employer notice in writing stating the dates on which they propose to start and finish the period(s) of ***paternity leave***.

6.7.6.2(b) Notify the employer of any change in the information provided pursuant to 6.7.5 within two weeks after the change takes place.

6.7.6.3 Adoption leave

An employee must:

6.7.6.3(a) On receiving notice of approval for ***adoption*** purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of ***adoption leave*** the employee proposes to take.

6.7.6.3(b) In the case of a ***relative adoption***, so notify the employer on deciding to take a ***child*** into custody pending an application for ***adoption***.

6.7.6.3(c) As soon as the employee is aware of the expected date of placement of a ***child*** for ***adoption*** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of ***short adoption leave*** to be taken.

6.7.6.3(d) At least 10 weeks before the proposed date of commencing any ***extended adoption leave***, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

6.7.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

(a) the birth occurring earlier than the expected date; or

(b) the death of the mother of the ***child***; or

(c) the death of the employee's ***spouse***, or

(d) the requirement that the employee accept earlier or later placement of the ***child***, so long as, where a living ***child*** is born, the notice is given not later than two weeks after the birth.

6.7.7 **Taking of parental leave**

6.7.7.1 No employee may take parental leave concurrently with such leave taken by the employee's spouse, apart from paternity leave of up to one week at the time of the birth of the child or adoption leave of up to 3 weeks at the time of the placement of the child.

6.7.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the employee is entitled.

6.7.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on parental leave.

6.7.7.4 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of 6 weeks of compulsory leave.

6.7.7.5 Subject to 6.7.4 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

6.7.7.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that they are fit to work on their normal duties.

6.7.7.7 Where leave is granted under 6.7.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

6.7.7.8 Maternity leave and paternity leave cannot extend beyond the child's first birthday.

6.7.7.9 Adoption leave cannot extend beyond the child's fifth birthday.

6.7.7.10 Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.

6.7.7.11 Notwithstanding the provisions of this clause, employees eligible for ***parental leave*** have the right to request ***parental leave*** as consistent with 6.7.15.

6.7.8 **Variation and cancellation of parental leave**

6.7.8.1 Without extending an entitlement beyond the limit set by 6.7.3, parental leave may be varied as follows:

6.7.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

6.7.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.

6.7.8.2 Parental leave, if applied for but not commenced, is cancelled:

(a) should the pregnancy terminate other than by the birth of a living ***child***; or

(b) should the placement of a ***child*** proposed for ***adoption*** not proceed.

6.7.8.3 If, after the commencement of any parental leave:

(a) the pregnancy is terminated other than by the birth of a living ***child*** or, in the case of ***adoption leave***, the placement of the ***child*** ceases; and

(b) the employee gives the employer notice in writing stating that the employee desires to resume work,

the employer must allow the employee to resume work within four weeks of receipt of the notice.

6.7.8.4 Parental leave may be cancelled by agreement between the employer and the employee.

6.7.9 **Special maternity leave and personal leave**

6.7.9.1 If:

(a) an employee not then on maternity leave suffers illness related to their pregnancy they are entitled to take leave under 6.2; or

(b) the pregnancy of an employee not then on ***maternity leave*** terminates after 28 weeks otherwise than by the birth of a living ***child***, they may take such paid personal leave as they are then entitled to and such further unpaid leave (to be known as ***special maternity leave***) as a legally qualified medical practitioner certifies to be necessary before they return to work. Provided that the aggregate of paid personal leave, ***special maternity leave*** and ***maternity leave*** must not exceed the period to which the employee is entitled under 6.7.3.2 and they are entitled to take unpaid ***special maternity leave*** for such periods as a registered medical practitioner certifies as necessary.

6.7.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which they are entitled in lieu of, or in addition to, ***special maternity leave***.

6.7.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which they held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position they held immediately before such transfer.

6.7.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, they are entitled to a position, as nearly as possible, comparable in status and pay as that of their former position.

6.7.10 **Special adoption leave**

6.7.10.1 An employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the child.

6.7.10.2 An employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.

6.7.10.3 The leave under this clause 6.7.10 is to be known as special adoption leave and does not affect any entitlement under 6.7.3.

6.7.10.4 Special adoption leave may be taken concurrently by an employee and the employee's spouse.

6.7.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of special adoption leave.

6.7.11 **Transfer to a safe job - maternity leave**

6.7.11.1 If, in the opinion of a legally qualified medical practitioner:

(a) illness or risks arising out of the pregnancy; or

(b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue their present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of ***maternity leave***.

6.7.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

6.7.11.3 Leave under this clause 6.7.11 will be treated as ***maternity leave***.

6.7.12 **Part-time work**

An employee who is pregnant or is entitled to ***parental leave*** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

6.7.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

6.7.12.2 Where the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

6.7.13 **Communication during parental leave**

6.7.13.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing ***parental leave***; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing ***parental leave***.

6.7.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

6.7.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 6.7.13.1.

6.7.14 **Return to work after parental leave**

6.7.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of parental leave.

6.7.14.2 On returning to work after parental leave an employee is entitled:

(a) to the position which the employee held immediately before commencing parental leave; or

(b) in the case of an employee who was transferred to a safe job, to the position which they held immediately before the transfer.

6.7.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

6.7.15 **Right to request**

6.7.15.1 An employee entitled to parental leave pursuant to clause 6.7.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 6.7.3.3(a) and 6.7.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid parental leave provided for in 6.7.3.2 by a further continuous period of leave not exceeding 12 months;

(c) to return to work from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

6.7.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

6.7.15.3 The employee's request and the employer's decision made under 6.7.15.1(b) and (c) must be recorded in writing.

6.7.15.4 Where an employee wishes to make a request under 6.7.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

6.7.16 **Termination of employment**

6.7.16.1 An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

6.7.16.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on parental leave. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

6.7.17 **Replacement employees**

6.7.17.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

6.7.17.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

Clause 6.8 Personal Leave to Care for a Family Member

OPDATE 24:03:2006 on and from

6.8.1 **Definitions**

6.8.1.1 ***Personal leave to care for a family member*** means leave provided in accordance with this clause.

6.8.1.2 ***Family*** - the following are to be regarded as members of a person's family:

(a) a spouse;
(b) a child or step child;
(c) a parent or parent in-law;
(d) any other member of the person's household;
(e) a grandparent or grandchild;
(f) any other person who is dependent on the person's care.

6.8.1.3 ***Personal leave*** means leave provided for in accordance with clause 6.2.

6.8.2 **Paid personal leave to care for a family member**

6.8.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's ***family*** who need the employee's care and support:

(a) due to personal injury; or

(b) for the purposes of caring for a ***family*** member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to leave without deduction of pay for a period not exceeding 10 days work in any completed year of ***continuous service*** (pro rata for ***part-time employees***) to provide care and support for such persons when they are ill.

6.8.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued ***personal leave*** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

6.8.2.3 The entitlement to use ***personal leave to care for a family member*** is subject to the employee being responsible for the care of the person concerned.

6.8.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

6.8.2.5 In normal circumstances an employee must not take ***personal leave to care for a family member*** where another person has taken leave to care for the same person.

6.8.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

6.8.2.7 The amount of ***personal leave to care for a family member*** taken is to be deducted from the amount of the employees ***personal leave*** credit.

6.8.3 **Unpaid personal leave to care for a family member**

6.8.3.1 Where an employee has exhausted all paid ***personal leave*** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a ***family*** member who is ill or who requires care due to an unexpected emergency.

6.8.3.2 The employer and the employee shall agree upon the period of unpaid ***personal leave*** to care for a ***family*** member which may be taken.

6.8.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

6.8.4 **Single day absences**

Single day absences may be taken for ***personal leave to care for a family member*** as provided for in Clause 6.1.9A.

6.8.5 **Casual employees caring responsibilities**

6.8.5.1 Casual employees are not entitled to ***personal leave to care for a family member*** or bereavement leave but subject to the notice and evidentiary requirements in 6.8 and 6.3, casuals are entitled to not be available to attend work, or to leave work:

(a) to care for a member of their ***family*** who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

(b) upon the death of a ***family*** member.

6.8.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 6.8.5.1 is:

(a) the period agreed upon between the employer and the employee; or

(b) up to 48 hours (or 2 days) per occasion.

6.8.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.

6.8.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

6.8.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

PART 7 - TRAINING

OPDATE 13:05:98 on and from

Clause 7.1 Trainee Medical Officers - Training

OPDATE 13:05:98 on and from

7.1.1 The parties are committed to encouraging and promoting ongoing training of **Trainee Medical Officers**.

7.1.2 It is recognised that part of the average of 38 hours per week for **Trainee Medical Officers** is specifically designed to allow the **Trainee Medical Officer** to undertake training and educational activities. Such activities may include tutorials, lectures, grand rounds, and consultations with other medical officers on the understanding that the principal object of such activities is to develop, maintain or improve **Trainee Medical Officers**' skills and knowledge.

PART 8 - MISCELLANEOUS

OPDATE 13:05:98 on and from

Clause 8.1 Facilities

OPDATE 13:05:98 on and from

8.1.1 Where an employee is required to reside at the hospital the following facilities must be provided at no cost to the employee:

8.1.1.1 A separate fully partitioned bedroom reasonably furnished including clean linen with adequate space for clothing and books, proper lighting, desk and chair for study purposes for each employee.

8.1.1.2 Provision for proper showering, bathing and toilet facilities.

8.1.1.3 Reasonable provision for light foodstuffs and beverages and facilities for the preparation of such.

8.1.1.4 Suitable provision for laundering, drying and ironing of personal clothing.

8.1.1.5 A telephone in each fully partitioned bedroom when an employee is placed on call and is required to remain at the hospital. However, this provision does not apply to the residential accommodation at Flinders Medical Centre.

Clause 8.2 Uniforms and Laundry

OPDATE 13:05:98 on and from

An employee will be provided with sufficient suitable uniforms free of charge and such uniforms will be laundered at the expense of the employing authority. Uniforms remain the property of the employing authority.

Clause 8.3 Professional Indemnity

OPDATE 01:10:2019 on and from

8.3.1 Where as a condition of employment or otherwise with the employing authority's express or implied consent, or at the request of any other medical practitioner an employee provides a medical service for or in respect of a private patient, other than a medical service in exercise of a right of private practice by that employee, the employer shall indemnify the employee against any description of civil liability whatsoever (including any vicarious liability or any liability in respect of costs of any action) incurred by the employee in connection with the performance by the employee of that medical service.

8.3.2 The employee will, as soon as practicable, give to the employer notice of any claim the subject of this clause or of any claim in respect of which the employer is by law otherwise obliged to indemnify the employee or of the receipt of notice from any person of any intention to make any such claim against the employee.

8.3.3 The employee must not make any admission of liability, or other admission, arrangement, offer, promise, or payment without the written consent of the employing authority who will be entitled if it so desires, to take over in the name of the employee the defence of any claim or to prosecute in the name of the employee for its own benefit any claim for indemnity or damages or otherwise against any third party and will have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and the employee must whenever possible give all such information and assistance as the employer may require in the defence of any claim without charge to the employer. However, upon the request of the employee the employer must consult with the employee in the conduct of any negotiations and proceedings and unless the employee is outside Australia or after reasonable enquiry cannot be found the employer, before settlement of any such claim, must consult with the employee as to the terms of settlement proposed.

8.3.4 The provisions of this clause apply to the provision of a medical service to a private patient whether or not it is provided during a period for which the employee receives or is entitled to receive payment from the employer.

8.3.5 In this clause:

'medical service' means any medical advice, diagnosis, procedure or treatment whatsoever; and 'private patient' means any person from whom the employer can seek or obtain payment in respect of hospital services provided or from whom a medical practitioner other than the employee can seek or obtain payment in respect of medical services provided to the patient in the course of the exercise of a right of private practice.

'civil liability' does not include civil liability arising in any way from:

(i) conduct which constitutes an indictable offence and in respect of which the employee has been convicted of that indictable offence;

(ii) a course of conduct any part of which constitutes an indictable offence and in respect of which part the employee has been convicted of that indictable offence;

(iii) fraudulent conduct on the part of the employee;

(iv) the use by the employee of a registered motor vehicle; or

(v) the treatment of a patient who at the relevant time is not a client or patient of a public hospital.

'public hospital' means any hospital or institution conducted by or on behalf of:

(i) the Department for Health and Wellbeing;

(ii) any hospital or health centre incorporated under the provisions of the *Health Care Act 2008* (as amended);

(iii) the Institute of Medical and Veterinary Science;

(iv) the State of South Australia;

Clause 8.4 Continuous Service

OPDATE 24:03:2006 on and from

8.4.1 **Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

(a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.

(b) Absence of the employee from work for any cause by leave of the employer.

(c) Absence from work on account of illness, disease or injury.

(d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

(e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award or the Act.

(f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.

(g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.

(h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.

(i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

8.4.2 **Calculation of period of service**

Where an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

(a) To the extent that the employee receives or is entitled to receive pay for the period; or

(b) Where the absence results from a decision of the employer to stand the employee off without pay.

SOUTH AUSTRALIAN MEDICAL OFFICERS AWARD

SCHEDULE 1. SALARIES AND ALLOWANCES

OPDATE 01:07:2026 1st pp on or after

PART I - TRAINEE MEDICAL OFFICERS

(i) The minimum annual salaries payable to employees in the undermentioned classifications are set out hereunder:

Classification	Salary $
Intern	73,311
Resident Medical Officers	
2nd year of relevant experience	77,849
3rd year of relevant experience	82,403
4th year of relevant experience	87,128
5th year of relevant experience	91,870
6th year of relevant experience	96,592
7th year and thereafter	101,319
Registrar	
1st year of service after obtaining appointment	90,332
2nd year of service after obtaining appointment	95,070
3rd year of service after obtaining appointment	99,788
4th year of service after obtaining appointment	104,510
Senior Registrar	
1st year of service after obtaining specialist medical qualifications	110,353
2nd year of service after obtaining specialist medical qualifications and thereafter	114,651

(ii) A **Resident Medical Officer**, will not, on appointment as a Registrar, be appointed to a level within the Registrar's salary range which is less than the employee was receiving as a **Resident Medical Officer**.

Once appointed to the appropriate level of salary within the Registrar's salary range, salary increments, where applicable, will apply in accordance with years of service as a Registrar.

(iii) The salaries set forth in (i) are based on an average of 38 hours per week.

(iv) An employee proceeding on annual leave must be paid in accordance with 6.1.10 or 6.1.11.

PART II - MEDICAL OFFICERS

(i) The minimum annual salaries payable to employees in the undermentioned classifications are set out hereunder:

Classification	Salary $
Medical Officer	
Level 1	101,921
Level 2	105,815
Level 3	109,720
Level 4	113,619
Level 5	117,520
Level 6	122,342
Level 7	126,312
Level 8	131,778
Level 9	140,964

(ii) **Medical Officers** will progress based upon years of experience up to Level 7.

(iii) Progression to, or appointment at Level 8, is not available to a **Medical Officer** who does not hold a relevant post graduate qualification and/or does not supervise subordinate staff.

(iv) Progression to, or appointment at Level 9 is not available to a **Medical Officer** who does not supervise subordinate staff and/or has responsibility for the co-ordination of a Specific Program(s).

PART III - CONSULTANTS AND SENIOR CONSULTANTS

(i) The minimum annual salaries payable to employees in the undermentioned classifications are set out hereunder:

Classification		Salary $
Consultant	Level 1	134,255
	Level 2	138,952
	Level 3	143,647
	Level 4	148,340
Senior Consultant	Level 5	155,379
	Level 6	160,080
	Level 7	164,765
	Level 8	168,407
	Level 9	171,806

(ii) **Consultants**/**Senior Consultants** will progress based upon years of experience up to Level 8.

(iii) A **Senior Consultant** will not progress beyond Level 8 unless:

(a) the **Senior Consultant** has had not less than 8 years experience as a **Consultant**/**Senior Consultant** (for the purpose of this sub-clause experience as a Specialist/Senior Specialist prior to the date of this award will count as experience as a **Consultant**/**Senior Consultant**) including at least 12 months experience at Level 8, and

(b) the **Senior Consultant** has satisfied an assessment of excellence/performance criteria agreed between the parties bound by this award.

The excellence/performance level (Level 9) recognises that within the field of work undertaken by **Senior Consultants** having reached Level 8 there are individuals who perform at a demonstrably higher level than that required by the responsibilities of their positions.

This level is not payable for increased organisational management responsibilities nor for the routine services, research and training components inherent in the work performed by **Senior Consultants**.

Applications for assessment from eligible **Senior Consultants** will in each case be considered by a Peer Group Review Panel constituted for that purpose, which will make recommendations to the employing authority for decision.

In assessing whether an application for progression to the excellence/performance level (Level 9) is appropriate, consideration will be given to the individual's total contribution to the provision of medical services within the individual's area of expertise, and in particular have regard to such factors as:

(1) Qualifications

(2) Publication of Papers, Books and Chapters

(3) Committee Membership

(4) Contributions to Professional Organisations

(5) Consultancy/Advisory Status

(6) Research Grants Received

(7) Extent of Teaching Commitments (either inside or outside the Employing Organisation)

(8) Invited Lectures

(9) Recognition of Research Achievements

(10) Recognition of Clinical Excellence.

PART IV - MEDICAL ADMINISTRATION CLASSIFICATIONS

(i) The minimum annual salaries payable to employees in the undermentioned classifications are set out hereunder:-

Classification	Salary $
Medical Administration	
Level 1	124,871
Level 2	129,560
Level 3	134,255
Level 4	138,952
Level 5	143,647
Level 6	148,340
Level 7	155,379
Level 8	160,080
Level 9	164,765
Level 10	168,407
Medical Administrator, Medical Superintendent (with appropriate higher qualifications) – located at the following country hospitals: Mount Gambier and Districts Health Service, Port Augusta Hospital and Regional Health Service, Port Pirie Regional Health Service, Whyalla Hospital and Health Services	171,806
Senior Medical Administrator	181,206

(ii) An **Assistant Medical Administrator (without appropriate higher qualifications)** and a **Medical Superintendent - Country Hospitals (without appropriate higher qualifications)** (located at Gawler Health Service, Port Lincoln Health and Hospital Services or Northern Yorke Peninsula Regional Health Service) will be eligible for appointment at Level 1 and progress on years of experience to a maximum of Level 6.

(iii) An **Assistant Medical Administrator (with appropriate higher qualifications)** and a **Medical Superintendent - Country Hospitals (with appropriate higher qualifications)** (located at Gawler Health Service, Port Lincoln Health and Hospital Services or Northern Yorke Peninsula Regional Health Service) will be eligible for appointment at not less than Level 3 and progress on years of experience to Level 10.

(iv) Appointment to the level of **Medical Administrator** or **Senior Medical Administrator** is not available to any employee who has had less than 5 years experience since obtaining a Specialist qualification.

PART V - INSTITUTE OF MEDICAL AND VETERINARY SCIENCE

(i) The minimum annual salaries payable to the employees in the undermentioned classifications are set out hereunder:

Classification	Salary $
Deputy Director of the Institute of Medical and Veterinary Science	184,925
Director of the Institute of Medical and Veterinary Science	197,433

PART VI - REMOTE CALL ALLOWANCES

	Classification	$
(i)	An employee who is rostered on remote call in accordance with 5.5.2.2, will receive an allowance for each night or part day	31.60
(ii)	An employee who is rostered on remote call in accordance with 5.5.2.3 will receive an allowance for each day	50.20

PART VII - CASUAL EMPLOYEES

Classification	First Hour $	Subsequent Half Hour $
Employee (other than a Consultant or Senior Consultant)	99.30	41.50
Consultant	121.10	50.90
Senior Consultant	148.60	62.00

PART VIII - HIGHER QUALIFICATION ALLOWANCE

Classification	$
An employee who has passed all examinations which will lead to recognition of the employee as a specialist by the Medical Board in accordance with 4.3.1.1 will receive a higher qualification allowance per annum	5,014

PART IX - MANAGERIAL ALLOWANCES

	Classification	$
(i)	A Senior Consultant who is appointed to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit in accordance with 4.3.2.2 will receive an allowance per annum	8,008
(ii)	A Senior Consultant who is appointed to undertake additional managerial responsibilities associated with the management of a large unit in accordance with 4.3.2.3 will receive an allowance per annum	18,766
(iii)	A Senior Consultant who is appointed to undertake additional managerial responsibilities associated with the management of a Division in accordance with 4.3.2.4 will receive an allowance per annum	29,527
(iv)	A Clinical Services Director who is appointed to undertake managerial responsibilities associated with the management of a Division in accordance with 4.3.2.5 will receive an allowance per annum	80,943

PART X - SAFETY NET ADJUSTMENTS

The rates of pay in this Award include the safety net adjustment payable under the *2026 State Wage Case* and Minimum Standard for Remuneration. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2026 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

PART XI - ECONOMIC INCAPACITY APPLICATIONS

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2026 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. The increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2024*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

APPLICATIONS FILED

Case No	*Description*
01680/2002	INTERPRETATION re interpretation of definition of "Registrar". Appln withdrawn.
03042/2002	AWARD VARIATION Award varied. Schedule 1 - Salaries and Allowances re SWC 2000 & 2001. Opdate ppc 24/05/2002.
07149/2004	AWARD VARIATION Award varied. Cl. 1.3 Scope & Persons Bound (re DAIS & Dept of Health), Sch. 1 Salaries & Allowances (re SWC 2002, 2003 & 2004). Opdate ppc 04/11/2004.
04827/2005	AWARD VARIATION Award varied. Sch. 1 Salaries & Allowances re SWC 2005. Opdate ppc 04/11/2005.
01726/2006	AWARD VARIATION Award varied. Cl. 6.1 Annual Leave, Cl. 6.2 Personal Leave - Injury & Sickness, Cl. 6.3 Bereavement Leave, New Cl. 6.7 Parental Leave, New Cl. 6.8 Personal Leave To Care For A Family Member, New Cl. 8.4 Continuous Service. Opdate 24/03/2006.
05254/2006	AWARD VARIATION Award varied. Sch. 1 Salaries & Allowances re General Appln to Review Wages 2006. Opdate ppc 04/11/2006.
06945/2006	AWARD CONDITIONS re vascular surgeons "critical shortage allowance"
04254/2007	AWARD VARIATION Award varied. Cl. 1.6 Definitions re Australian College of Rural & Remote Medicine. Opdate 17/09/2007.
04668/2007	AWARD VARIATION Award varied. Sch. 1 Salaries and Allowances re SWC 2007. Opdate ppc 04/11/2007.
05972/2008	AWARD VARIATION Award varied. Sch. 1 Salaries and Allowances re SWC 2008. Opdate ppc 01/10/2008.
05770/2009	AWARD VARIATION Award varied. Sch. 1 Salaries and Allowances re SWC 2009. Opdate ppc 01/10/2009.
04700/2010	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2010. Opdate ppc 01/10/2010.
04332/2011	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2011. Opdate ppc 01/10/2011.
02812/2012	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2012. Opdate ppc 01/07/2012.
03488/2012	AWARD CONDITIONS Penalty payments for casual medical officers working at Modbury Hospital.
03100/2013	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2013. Opdate ppc 01/07/2013.
02012/2014	AWARD CONDITIONS re make-up and application of the "managerial allowance" provisions of the Award and Agreement.

Case No	*Description*
04288/2014	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2014. Opdate ppc 01/07/2014.
05560/2014	AWARD CONDITIONS re Payment of a managerial allowance for Medical Lead positions, WCHN. Dispute discontinued.
06632/2015	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2015. Opdate ppc 01/07/2015.
09607/2015	AWARD VARIATION Award varied. Cl 4.3 Allowances, Sch. 1 Salaries & Allowances re Clinical Services Director. Opdate 23/12/2015.
3191/2016	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2016. Opdate ppc 01/07/2016.
3279/2017	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2017. Opdate ppc 01/07/2017.
4344/2018	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2018. Opdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2019. Opdate ppc 01/07/2019.
ET-19-00717	S99 REVIEW OF AWARD Award varied. Cl. 1.2 Arrangement; Cl. 1.3 Scope and Persons Bound; Cl. 1.6 Definitions; Cl. 3.2 Termination of Employment – Public Sector Management Act Employees (incl. title); Cl. 4.3 Allowances; Cl 5.5 On Call; Cl. 5.6 Recall; Cl. 8.3 Professional Indemnity. Opdate 01/10/2019.
ET-21-00552	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2020 (wages). Opdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Sch. 1 Salaries and Allowances (Part VI – Remote Call Allowances, Part VII – Casual Employees, Part VIII – Higher Qualification Allowance, Part IX – Managerial Allowances) re SWC 2020 (allowances). Opdate ppc 01/07/2020.
ET-22-00821	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2021. Opdate ppc 01/07/2021
ET-23-00803	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2022. Opdate ppc 01/07/2022
ET-23-05990	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2023. Opdate ppc 01/07/2023
ET-24-05140	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2024. Opdate ppc 01/07/2024
ET-25-02729	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2025. Opdate ppc 01/07/2025
ET-25-05020	S 99 REVIEW OF AWARD Award varied. Cl 1.3 Scope and Persons Bound, Cl 5.4 Public Holidays, Cl 6.3 Bereavement Leave, Cl 6.6 Conference Leave, Cl 6.7 Parental Leave. Opdate ppc 29/01/2026.
ET-26-04300	AWARD VARIATION Award varied. Sch 1 Salaries and Allowances re SWC 2026. Opdate ppc 01/07/2026