SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

MEDICAL SCIENTISTS (SOUTH AUSTRALIAN PUBLIC SECTOR) 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 06:11:2025 on and from

CLAUSE 1.1 TITLE

OPDATE 24:03:2000 on and from

This Award is known as the Medical Scientists (South Australian Public Sector) Award.

CLAUSE 1.2 ARRANGEMENT

OPDATE 15:03:2018 on and from

1.2.1 By Part

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CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 06:11:2025 on and from

1.3.1 This Award applies throughout the State of South Australia.

1.3.2 This award is binding on:

The Public Service Association of South Australia.

1.3.3 This Award is binding on:

The body or person who is the employer of public employees for the purpose of section 4A of the *Fair Work Act 1994*, the Chief Executive, Department for Health and Wellbeing (including in respect of Hospitals and Health Centres incorporated under the *Health Care Act 2008* (as amended)), SA Pathology, and all persons employed as Medical Scientists by those bodies.

CLAUSE 1.4 COMMENCEMENT DATE OF AWARD AND DURATION

OPDATE 24:03:2000 on and from

This award came into force on 24th March, 2000 and remains in force until amended, rescinded or replaced.

CLAUSE 1.5 DEFINITIONS

OPDATE 06:11:2025 on and from

1.5.1 ***Association*** means the Public Service Association of SA Inc.

1.5.2 ***Medical Scientist*** means:

1.5.2.1 an employee who holds an appropriate Science degree or recognised equivalent qualification and who is employed as a Medical Scientist, or

1.5.2.2 an employee who was employed as a Medical Scientist at the time of making this Award.

1.5.3 ***Spouse*** includes a domestic partner but, except in relation to parental leave does not include a spouse from whom the employee is legally separated.

PART 2 - AWARD FLEXIBILITY

OPDATE 24:03:2000 on and from

CLAUSE 2.1 ENTERPRISE FLEXIBILITY PROVISION

OPDATE 01:10:2019 on and from

2.1.1 In this clause a "relevant Association" means an organisation of employees that:

2.1.1.1 is party to this award; and

2.1.1.2 has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

2.1.2 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the employer and employees. Each relevant Association is entitled to be represented.

2.1.3 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the enterprise or workplace.

2.1.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

2.1.5 Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary will be made to the Tribunal. The agreement will be made available in writing, to all employees at the enterprise or workplace and to the Associations party to this award.

2.1.6 When this award is varied to give effect to an agreement made pursuant to this clause the variation becomes a schedule to this award and the variation takes precedence over any provision of this award to the extent of any expressly identified inconsistency.

2.1.7 The agreement must meet the following requirements to enable the Tribunal to vary this award to give effect to it:

2.1.7.1 that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;

2.1.7.2 that the majority of employees covered by the agreement genuinely agree to it.

2.1.7.3 that the award variation necessitated by the agreement meets the requirements of Section 79 of the *Fair Work Act 1994* (as amended).

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

OPDATE 24:03:2000 on and from

CLAUSE 3.1 SETTLEMENT OF DISPUTES

OPDATE 06:11:2025 on and from

Any grievance, industrial dispute or matter likely to create a dispute should be dealt with in the following manner:-

3.1.1 The parties to the procedure are obliged to make every endeavour to facilitate the effective functioning of this procedure.

3.1.2 Associations and the Employer should notify to each other in writing the names of their duly accredited representatives who would be responsible, in the first instance, for matters arising on the job. The job representative(s) of the Association thus accredited will be the only person(s) entitled to make representations on behalf of members of the Association employed by the Employer and the Employer representatives thus accredited will be responsible for dealing with matters raised by the Association job representatives.

3.1.3 The accredited representatives shall make themselves available for consultation as required under the procedures.

3.1.4 The accredited Association representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.

3.1.5 If the matter is not resolved at this level the Association representative should ask for it to be referred to the nominated departmental representative who will arrange a conference to discuss the matter.

3.1.6 The consultation process will be commenced within 24 hours of the grievance, dispute or likely dispute having been indicated, or within such longer or shorter period as may be agreed by the parties.

3.1.7 If the matter is not resolved at the conference the Association representative is to advise the appropriate official of the Association of the matter in issue and a conference on the matter will be arranged to be attended by the official or officials and the Association job representative concerned as the Association may decide, and by the designated departmental representative and such other representatives, as the Employer may decide.

3.1.8 If a matter cannot be resolved when the above referred to procedures have been availed of, the Employer and the Association may enter into consultation at a higher level on both sides, as the parties consider appropriate. At this level of consultation the declared employer of public employees will be involved.

3.1.9 At any stage in the procedures after consultation between the parties has taken place in accordance with the procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties.

3.1.10 If the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the South Australian Employment Tribunal for conciliation or arbitration.

3.1.11 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. On a status quo basis shall mean the work situation in place at the time the matter was first raised in accordance with these procedures.

3.1.12 If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may take the matter to another level of the procedure if the party believes it is desirable to do.

3.1.13 In the event of a party failing to observe these procedures the other party may take such steps as determined necessary to resolve the matter.

3.1.14 These procedures will not restrict the Employer or its representatives or a duly authorised official of the Association making representations to each other.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

OPDATE 24:03:2000 on and from

CLAUSE 4.1 ANTI-DISCRIMINATION

OPDATE 06:11:2025 on and from

4.1.1 It is the intention of the parties to this award to achieve the principal object in section 3(m) of the *Fair Work Act 1994* (as amended) by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

4.1.2 Accordingly, in fulfilling their obligations under the settlement of disputes clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.1.3 Nothing in this clause is to be taken to affect:

4.1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

4.1.3.2 until considered and determined further by the South Australian Employment Tribunal, the payment of different wages for employees who have not reached a particular age;

4.1.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission;

4.1.3.4 Nothing in this clause is to be taken to prevent:

4.1.3.4.1 a matter referred to in 4.1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position;

4.1.3.4.2 a matter referred to in 4.1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

CLAUSE 4.2 PART TIME EMPLOYMENT

OPDATE 24:03:2000 on and from

4.2.1 Any person employed or seeking employment as a Medical Scientist is eligible to apply to work part time.

4.2.2 Conversion to part time employment of occupied positions must be at the request and at the consent of the employee. Although part time employment can be used as a management tool in relation to genuine rationalization/reorganization of employer services, it is not to be used as a mechanism for a reduction in staffing levels.

4.2.3 Applications for conversion to part time employment are to be given positive and reasonable consideration by the employer.

4.2.4 The salary payable to a part time employee is the full time rate adjusted to the proportion of the actual hours worked.

CLAUSE 4.3 HIGHER DUTIES

OPDATE 24:03:2000 on and from

4.3.1 An employee who is directed to perform the whole or substantially the whole of the duties of a higher office for more than one week, will be paid an allowance which together with the employee's substantive salary equals a total remuneration equivalent to the minimum salary fixed for the higher office. If an employee's substantive salary equals or exceeds this minimum salary and the employee has been in receipt of their salary or its equivalent for not less than twelve months, the employee will be paid an allowance related to the increment next above his or her substantive salary.

4.3.2 Where an employee is directed to perform less than the whole or substantially the whole of the duties of a higher office and the proportion can be assessed with reasonable accuracy, the employee will be paid an allowance in a similar manner as set out above, but the allowance shall be calculated on the basis of the percentage of duties being performed.

4.3.3 Where an employee is directed to perform the duties of a higher office which is a part-time position the employee will be paid an allowance in a similar manner as set out above determined on a pro rata basis (hours of part-time position : hours of an equivalent full-time position) provided that the duties are performed for more than one week in a continuous pattern.

PART 5 - WAGES AND RELATED MATTERS

OPDATE 24:03:2000 on and from

CLAUSE 5.1 CLASSIFICATION OF EMPLOYEES

OPDATE 24:03:2000 on and from

5.1.1 Medical Scientists will be classified in accordance with the criteria in Schedule 1.

5.1.2 Criteria for the assessment of scientific excellence are provided in Schedule 2.

The continuing entitlement for any individual to the scientific excellence salary will be subject to a satisfactory review every five years.

CLAUSE 5.2 SALARIES

OPDATE 24:03:2000 on and from

See Schedule 4.

CLAUSE 5.3 ALLOWANCES

OPDATE 01:07:2026 1st pp on or after (cl 5.3.2 & 5.3.3)

OPDATE 09/04/2022 1st pp on or after (cl 5.3.1)

5.3.1 Meal Break/Meal Allowances

5.3.1.1 Any employee, who by direction of the employer, commences duty two hours or more before, and/or ceases duty two hours or more after the employee's normal time of commencement or cessation of duty, where such additional duty necessitates taking a meal away from the employee's place of residence, is to be paid an allowance for the meal at the rate of $19.00 for an evening meal, and at the rate of $13.30 for any other meal.

5.3.1.2 The meal allowance will not apply where an Employer supplies a meal (without charge) to an employee. Where an Employer supplies a meal for which a charge is made the meal allowance payable to the employees must not exceed the amount charged by the employer for that meal.

5.3.1.3 Any employee who, by direction of the employer, is required to perform duty extending beyond a meal break on a Saturday, Sunday or Public Holiday on which the employee would not normally be required, and who is not entitled to payment for that meal break, is to be paid an allowance for each meal necessarily taken away from the employee's place of residence at the rate of $19.00 for an evening meal and at the rate of $13.30 for any other meal. However, the employee is not to be paid meal allowances for Saturday, Sunday or Public Holiday work that is a normal feature of the employee's employment.

5.3.1.4 Meal allowances are to be paid in addition to any payment for overtime.

5.3.2 First Aid Allowance

5.3.2.1 Where, in the performance of their duties, an employee is required to hold a current First Aid Certificate (or equivalent), the employee will be given the opportunity to undertake an appropriate course to become so qualified during ordinary working hours (where such course is available during ordinary working hours). The employee will be reimbursed by the employer the cost of acquiring such qualifications.

5.3.2.2 Where a First Aid Officer agrees to renew the First Aid qualification, that employee will be given the opportunity to undertake the retraining during ordinary working hours, (where such course is available during ordinary working hours). The employee will be reimbursed by the employer the cost of renewing the qualification.

5.3.2.3 Where, in the performance of their duties an employee is required to hold a current First Aid Certificate or equivalent, and where such qualification(s) had already been attained prior to the requirement of the holding of such qualifications arose, the cost incurred in gaining the qualification(s) is not to be reimbursed.

5.3.2.4 A First Aid Officer will be paid a First Aid Allowance of $22.05 per week provided that the Officer is required to be able to perform those duties on at least 3 days a week. Employees required to be able to perform the duties of a First Aid Officer for less than 3 days will be paid an allowance calculated at the rate of 60 cents per hour for each hour or part thereof.

5.3.3 On-Call Allowance

5.3.3.1 An employee who is rostered to be on-call at night time will be paid an allowance of $16.20 for each night.

5.3.3.2 An employee who is rostered to be on-call during a full Saturday, Sunday or public holiday or any day that the employee would normally be rostered off duty will be paid an allowance of $36.30 per day.

5.3.3.3 Employees concerned will not be required to remain at home for the whole time on call but may leave their home, provided that they can be contacted by telephone and remain in reasonably close proximity to the most probable place of employment. Advice of the telephone contact must be given by the employee concerned prior to leaving their home.

5.3.3.4 If an employee on the on call roster wishes to interchange with another employee on the roster, that employee may do so providing the approval of the employer is obtained.

5.3.3.5 Where an employee rostered to be on call, is recalled, that employee will, in addition to the allowances in this clause, be paid overtime in accordance with the relevant provision of this Award.

5.3.4 Whyalla Cost of Living Allowance

An employee whose headquarters is determined as Whyalla or a suburb thereof or at Iron Knob or Iron Baron will be paid the following allowance:

Class of person	per annum
	$
Adults	26
Juniors	13

5.3.5 Payment of Telephone Rental & Official Calls

5.3.5.1 Employees' private telephone rental and calls charges incurred for official calls must be reimbursed in the following circumstances:

(i) When employees are directly involved in emergencies concerning life and/or property, including the emergency maintenance of plant or equipment;

(ii) When employees need to be available, either for public contact or to support agency/hospital operations outside of normal working hours.

5.3.5.2 Reimbursement of telephone rental is to be limited to the basic service and equipment charges unless other circumstances related to the employer's arrangements exist that require employees to have extra connections or equipment.

5.3.6 Remuneration During Leave

5.3.6.1 Absence on paid leave

An employee is to receive salary and allowances whilst absent on paid leave as follows:

(i) Recreation leave - normal remuneration and in addition the following allowances where appropriate:

(a) Whyalla Cost of Living Allowance,

(b) First aid allowance,

(c) Higher Duty Allowance (H.D.A) in instances where an employee was performing higher duties immediately prior to commencing leave and continues to perform higher duties on the return from the leave.

(d) Other allowances where specific approval has been given for payment during recreation leave.

(ii) Long Service Leave - as in (i) above plus a casual loading if applicable;

(iii) Sick Leave - normal remuneration plus allowances prescribed on an annual basis. Other penalty rates are not to be included.

5.3.6.2 Absence on duty

An employee absent on duty is to receive salaries and allowances on the following basis:

(i) For a period not exceeding 3 weeks - normal remuneration plus allowances prescribed on an annual basis but excluding penalty rates.

(ii) For periods exceeding 3 weeks - normal remuneration only. The continued payment of any allowances must be authorised by the employer.

CLAUSE 5.4 TRAVELLING EXPENSES REIMBURSEMENT AND ALLOWANCES

OPDATE 09/04/2022 1st pp on or after (cl 5.4.1 & Cl. 5.4.3)

Allowances are amounts paid to cover anticipated costs or as a compensation for conditions for employment. They are not a reimbursement as they are not exact compensation for the expense incurred.

Reimbursements are exact compensation for actual expenses incurred by employees.

An employee who is required to undertake authorised travel for the purposes of his or her employment shall be entitled to the following daily reimbursements and allowances: -

5.4.1 Allowances for meals and incidentals

Meal Allowance – Tax invoices or receipts are not required

5.4.1.1 Travel within South Australia

Metropolitan Adelaide
Employees whose headquarters are located within Metropolitan Adelaide (within an 80km radius of the CBD) will not be paid allowances for the cost of meals when travelling within metropolitan Adelaide.

Absent Overnight
Employees who travel within South Australia and are not absent from headquarters overnight, subject to distance travelled requirements and the time of travel requirements detailed in Commissioner's Determination 3.2 or its successor, will be paid allowances for the cost of meals at the rates set out in this Award.

Not Absent Overnight
Employees who travel within South Australia and are not absent from headquarters overnight, subject to distance travelled requirements and the travel interstate requirements detailed in Commissioner's Determination 3.2, will be paid an allowance for the cost of breakfast and/or dinner only, at the rates set out in this Award.

(i) Where absent overnight:

	On and from 01/10/2019	1st pp on or after 09/04/2022
Breakfast	$19.00	$20.05
Lunch	$19.00	$20.05
Dinner	$39.15	$41.30
Incidentals	$7.90	$8.35

(ii) Where not absent from headquarters overnight:

	On and from 01/10/2019	1st pp on or after 09/04/2022
Breakfast	$16.45	$17.30
Dinner	$23.40	$24.70

5.4.1.2 Interstate Travel

(i) For capital cities and Alice Springs – meals and incidentals:

	On and from 01/10/2019	1st pp on or after 09/04/2022
Breakfast	$24.90	$26.25
Lunch	$24.90	$26.25
Dinner	$45.35	$47.80
Incidentals	$	$13.95

(ii) Interstate – Other than capital cities and Alice Springs:

	On and from 01/10/2019	1st pp on or after 09/04/2022
Breakfast	$18.80	$19.85
Lunch	$18.80	$19.85
Dinner	$38.65	$40.80
Incidentals	$13.20	$13.95

5.4.2 For Accommodation

Subject to Commissioner's Determination 3.2 reimbursements for accommodation above the rates detailed below may be approved prior to the travel being undertaken.

Tax invoices and receipts are required.

5.4.2.1 Outside Metropolitan Adelaide – up to $134.00 per night

5.4.2.2 Within Metropolitan Adelaide – up to $157.00 per night

N.B. "Metropolitan Adelaide" is defined in the Development Plan established under the Planning Act, 1982.

5.4.2.3 Interstate Travel

(i) For capital cities and Alice Springs – Accommodation:

Alice Springs	up to $150.00 per night
Brisbane	up to $218.00 per night
Canberra	up to $180.00 per night
Darwin	up to $220.00 per night
Hobart	up to $147.00 per night
Melbourne	up to $177.00 per night
Perth	up to $180.00 per night
Sydney	up to $198.00 per night

(ii) Other up to $142.00.00 per night

5.4.3 Incidental Expense Allowance for Employees Attending Residential Programs

5.4.3.1 An incidentals expense allowance of $29.95 per (course) day shall be paid to employees attending Residential Programmes of more than two weeks duration.

5.4.3.2 Employees attending Residential Programmes conducted over a period of two weeks or less shall be paid an incidentals allowance of $14.15 per (course) day.

5.4.3.3 Incidental expenditure in excess of these daily rates may be assessed and approved by Chief Executive Officers, providing the expenses have been actually and necessarily incurred and adequate justification is provided.

CLAUSE 5.5 USE OF EMPLOYEE'S MOTOR VEHICLE

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

5.5.1 No employee is required, under any circumstances whatsoever, to use their vehicle for official purposes if they do not wish to do so.

5.5.2 The payment of the allowance for the use of a private motor vehicle for purposes related to the employment will only occur where approval has been given by the employer prior to the actual use of the private motor vehicle by the employee.

5.5.3 When public or Government transport is available, that transport is to be the first preference. However, where the employer is satisfied that there are grounds for the use of a private vehicle, reimbursement will be limited to the cost of travel by public transport.

5.5.4 Where an employee has been given approval by the employer to use the employee's private vehicle for official purposes, such employee will be paid an allowance per kilometre travelled as follows:

5.5.4.1 For motor car, station wagons and utilities (petrol, diesel or LPG) – $1.28

5.5.4.2 Motorcycles/scooters –51 cents per kilometre.

5.5.4.3 Trailers – 6.0 cents per kilometre for each kilometre a departmental trailer is towed with the employee's private vehicle.

CLAUSE 5.6 HOME TO OFFICE REIMBURSEMENT

OPDATE 22:07:2005 1st pp on or after

5.6.1 Where it is necessary for an employee to take their own vehicle to the employee's headquarters for use on that day the employer will authorise reimbursement as appropriate to the vehicle for the distance of the journey from home to headquarters by the shortest practical route. However, that payment is to be restricted to a one way trip, not a return journey. The maximum allowable distance for that one way trip for which an allowance has been paid is not to exceed 32 kilometres per day, even if the distance between the employee's home and headquarters is more than 32 kilometres.

5.6.2 Where it is necessary for an employee to perform call-back duties, the employer will authorise reimbursement as appropriate to the vehicle for the actual return distance travelled between the employee's home and place of duty using the shortest practicable route on the occasion of each call-back. This applies only where an employee is required to return to perform essential duties and not in those circumstances where an employee has voluntarily agreed to attend to perform non essential or optional duties.

CLAUSE 5.7 ADDITIONAL COMPENSATION FOR CERTAIN WORK-RELATED INJURIES OR ILLNESSES

OPDATE 30:09:1987 on and from

The employer must pay and/or provide benefits pursuant to Schedule 5 of this Award.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME AND WEEKEND WORK

OPDATE 24:03:2000 on and from

CLAUSE 6.1 HOURS OF DUTY

OPDATE 24:03:2000 on and from

6.1.1 Subject to 6.1.2 the ordinary hours of duty of Medical Scientists classified MS.1 and MS.2 are 37.5 hours per week at 7.5 hours per day to be worked on each day (Monday to Friday both inclusive) between the hours of 8.00 a.m. and 7.00 p.m. A meal break of not less than 30 minutes or more than one hour shall be allowed daily at such times as may be approved by the Employer and such period when so taken will not be included in the ordinary hours of duty.

6.1.2 Where circumstances render it necessary or desirable the Employer may approve hours of duty to be worked on days and between periods other than as specified in 6.1.1 and such other hours of duty when so approved will be the ordinary hours of duty. In such case the ordinary hours of duty will not exceed an average over a period of 2, 3 or 4 weeks of 37.5 hours per week worked over 7 days in shifts of 7.5 hours exclusive of such time as by mutual agreement may be taken for meals.

Notwithstanding the above provisions, if agreement is reached between the employer and employees, in accordance with Part 2, "Enterprise Flexibility" of this Award, then these agreed upon hours and times become the ordinary hours of duty.

6.1.3 The ordinary hours of duty of Medical Scientists classified MS.3 and above are a nominal 37.5 hours per week but some out of hours work is required for which additional leave as specified in 7.1.3 is granted.

CLAUSE 6.2 OVERTIME

OPDATE 06:11:2025 on and from

6.2.1 Medical Scientists classified MS1 & MS2 may be required to work reasonable overtime.

6.2.2 All authorised overtime for Medical Scientists classified MS1 and MS2 will be remunerated and the following rates of overtime will apply, provided that where a Medical Scientist is classified MS2, the overtime payable will be calculated at the maximum salary of the MS1 classification.

6.2.2.1 the first three hours overtime worked will be paid at the rate of time and a half;

6.2.2.2 any overtime worked in excess of 3 hours in any one day will be paid at the rate of double time;

6.2.2.3 all overtime worked from noon on Saturday until midnight on Sunday will be paid at the rate of double time;

6.2.2.4 any overtime worked on a Public Holiday will be paid at the rate of double time and a half.

6.2.3 Subject to 6.2.5 and 6.2.6 all time worked outside ordinary working hours as specified in 6.1 hereof, will be paid at overtime rates.

6.2.4 In computing overtime payments each day's work will stand alone.

6.2.5 Overtime payments will be computed to the nearest ¼ hour provided that a minimum of half an hour must be worked to receive payment under this clause.

6.2.6 If the Employer and the Medical Scientist agree, the Medical Scientist may take time off equal to the overtime worked in lieu of receiving overtime payments as prescribed by this clause. Where overtime is worked on a Public Holiday they may take time off in lieu and be paid an additional payment at the rate of time and a half.

6.2.7 When overtime is necessary it shall whenever reasonably practical, be so arranged that the Medical Scientist has at least eight consecutive hours off duty between work on successive days. Medical Scientists who work so much overtime between termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they do not have at least 8 consecutive hours off duty between those times shall be released on completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.2.8 If on the instructions of their Supervisor a Medical Scientist resumes or continues work without having 8 consecutive hours off duty, they will be paid at double time until released from duty.

6.2.9 Overtime worked as a result of being recalled to duty in accordance with 6.2.11 must not be regarded as overtime for the purpose of 6.2.7 and 6.2.8 when the actual accumulated time worked is less than three hours on such recall or subsequent recall/s.

6.2.10 No Medical Scientist will work continuously for any period in excess of 5 hours on any Saturday, Sunday or Public Holiday without an unpaid break of at least 30 minutes.

6.2.11 Recall to Duty

6.2.11.1 Except as provided in 6.1 and 6.2 an employee recalled to work overtime after leaving the place of employment will be paid for a minimum of three hours work even if the work is completed within a shorter period.

6.2.11.2 An employee recalled to work within three hours of starting work on a previous recall will not be entitled to any additional payment for the time worked within a period of three hours from the time of commencement of the previous recall.

6.2.11.3 The above recall provisions do not apply where it is customary for an employee to return to work to perform specific work outside of ordinary working hours, or where the overtime is continuous with the completion or commencement of ordinary working hours.

6.2.12 Part Time Employees

The provisions of 6.1 and 6.2 will apply to part-time employees, however the requirement to work overtime must be made with the agreement of the part-time employee. Time worked up to 7.5 hours in one day is not to be regarded as overtime but as an extension of the contract hours for that day and is to be paid at the normal rate of pay. Overtime is not payable unless the total time worked on any day exceeds 8 hours. Part-time employees will be paid at the appropriate overtime rates in accordance with the provisions of 6.2.

CLAUSE 6.3 SHIFT WORK

OPDATE 06:03:2006 on and from

6.3.1 Where (subject to clause 6.1.2) a Medical Scientist classified MS1 or MS2 is rostered to perform their ordinary hours of duty outside of the span of hours of 8.00am to 7.00pm (Monday to Friday), the following rates will apply:

6.3.1.1 Afternoon Shift - Where an employee works a complete rostered work period that commences at or after 12 noon and finishes after 6.00pm and at or before midnight, the employee will be paid for such shift an additional 15 percent for the time worked.

6.3.1.2 Night Shift - Where an employee works a complete rostered work period that commences at or after 6.00pm and finishes after 12 midnight and at or before 8.00am, the employee will be paid for such shift an additional 15 percent for the time worked.

6.3.1.3 Permanent Night Shift - Where an employee works a permanent night shift they will be entitled to be paid an allowance of 30 percent in lieu of 15 percent specified in 6.3.1.2

Permanent night shift for the purposes of this clause means where an employee:

(i) during a period of engagement on shift, works night shift only; or

(ii) remains on night shift for a longer period than four consecutive weeks; or

(iii) works on a night shift which does not rotate or alternate with another shift or day work so as to give the employee at least one third of their working time off night shift.

The additional payment for permanent night shift does not apply where an employee works permanent night shifts at their own request.

6.3.1.4 An employee whilst working ordinary hours on a Saturday or Sunday will be paid an additional 50 percent for the time worked.

6.3.1.5 An employee whilst working ordinary hours on a Public Holiday will be paid an additional 150 percent for the time worked. Where the employee requests and the employer agrees, the employee will be paid an additional 50% and be granted time off in lieu equal to the hours worked.

CLAUSE 6.4 PUBLIC HOLIDAY FALLS ON A ROSTERED DAY OFF

OPDATE 06:03:2006 on and from

6.4.1 Where an employee is required to work on active duty for all of the 7 days of the week including Saturdays and Sundays and a public holiday falls between Monday to Friday on a day which is their rostered day off that employee will be paid an additional day's pay.

6.4.2 An employee who is entitled to an additional day's pay is to be paid for the time that they would have usually worked on that day of the week on which the public holiday falls.

6.4.3 If the employer and employee agree, in lieu of an extra day's pay, the employee will be given an alternative rostered day off, on the working day immediately preceding or immediately following the public holiday, or as soon as practicable thereafter.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

OPDATE 24:03:2000 on and from

CLAUSE 7.1 ANNUAL LEAVE

OPDATE 06:11:2025 on and from

7.1.1 Medical Scientists classified MS1 and MS2 appointed prior to 9 October 1978 are entitled to a grant of recreation leave in accordance with this clause at the rate of twenty five (25) working days for each completed year of their service and that entitlement shall accrue from whole month to whole month. This clause does not apply to Medical Scientists classified MS1 and MS2 who were previously employed at the Queen Victoria Hospital prior to 9 October 1978, who will receive twenty (20) working days for each completed year of service.

7.1.2 Medical Scientists classified MS1 and MS.2 appointed after 9 October 1978 are entitled to a grant of recreation leave in accordance with this clause at the rate of twenty (20) working days for each completed year of service and that entitlement shall accrue from whole month to whole month provided that if such Medical Scientists are regularly rostered for duty over seven days of the week (including Sundays and Public Holidays) such recreation leave shall be granted at the rate of twenty five (25) working days for each year of service.

7.1.3 Medical Scientists classified MS.3 and above are entitled to a grant of recreation leave at the rate of twenty five (25) working days for each completed year of service and that entitlement shall accrue from whole month to whole month (refer 6.1.3).

7.1.4 Where annual leave is granted before the expiry of the service in respect of which a Medical Scientist is entitled to that leave and the Medical Scientist terminates or has their service terminated before the expiry of that year of service, the Employer will require that Medical Scientist to pay to the Employer the monetary value of leave granted in respect of which service has not been performed by the Medical Scientist.

7.1.5 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any service year for the purposes of personal leave to care for a family member as set out in 7.2.

7.1.6 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

7.1.7 Where a public holiday occurs during a Medical Scientist's annual leave a day which would otherwise be a normal working day the period of such leave will be extended by one day.

7.1.8 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

7.1.9 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

7.1.10 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

7.1.11 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.

7.1.12 Upon termination of employment, an employee must be paid for leave accrued in accordance with 7.1 which has not been taken.

CLAUSE 7.2 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 06:11:2025 on and from

7.2.1 Definitions

7.2.1.1 ***Personal leave to care for a family member*** **(formerly known as carer's leave)** means leave provided in accordance with this clause.

7.2.1.2 ***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.

7.2.1.3 ***Personal leave*** means leave provided for in accordance with clause 8.1.1.

7.2.2 Paid personal Leave to Care For a Family Member

7.2.2.1 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 up to 10 days or 75 hours 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.

7.2.2.2 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.

7.2.2.3 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.

7.2.2.4 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.

7.2.2.5 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.

7.2.2.6 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.

7.2.2.7 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.

7.2.2.8 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for leave.

7.2.3 Unpaid personal leave to care for a family member

7.2.3.1 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.

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

7.2.3.3 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 15 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

7.2.4 Single day absences

Single day absences may be taken for ***personal leave to care for a family member*** as provided for in Clause 7.1.5.

7.2.5 Casual employees caring responsibilities

7.2.5.1 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 7.5 and 7.2, 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.

7.2.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 7.2.5.1 is:

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

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

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

7.2.5.4 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.

7.2.5.5 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.

7.2.6 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements elsewhere for this leave.

CLAUSE 7.3 PARENTAL LEAVE

OPDATE 06:11:2025 on and from

7.3.1 Definitions

In this clause, unless the contrary intention appears:

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

7.3.1.2 ***Adoption leave*** means adoption leave provided under 7.3.3.4.

7.3.1.3 ***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.

7.3.1.4 ***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.

7.3.1.5 ***Extended adoption leave*** means ***adoption leave*** provided under 7.3.3.4(b).

7.3.1.6 ***Extended paternity leave*** means ***paternity leave*** provided under 7.3.3.3(b).

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

7.3.1.8 ***Maternity leave*** means maternity leave provided under 7.3.3.2.

7.3.1.9 ***Medical certificate*** means a certificate as prescribed in 7.3.5.1.

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

7.3.1.11 ***Paternity leave*** means paternity leave provided under 7.3.3.3.

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

7.3.1.13 ***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).

7.3.1.14 ***Short adoption leave*** means ***adoption leave*** provided under 7.3.3.4(a).

7.3.1.15 ***Special adoption leave*** means ***adoption leave*** provided under 7.3.10.

7.3.1.16 ***Special maternity leave*** means ***maternity leave*** provided under 7.3.9.1.

7.3.1.17 ***Spouse*** includes a defacto spouse or a former spouse.

7.3.2 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.

7.3.3 Eligibility for and entitlement to parental leave

7.3.3.1 Subject to the qualifications in 7.3.4, the provisions of this clause apply to full-time, part-time and ***eligible casual employees*** but do not apply to other employees.

7.3.3.1(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).

7.3.3.1(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***.

7.3.3.1(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.

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

7.3.3.3 An employee whose spouse becomes pregnant 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:

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

7.3.3.3(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***).

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

7.2.3.4(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***).

7.2.3.4(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***).

7.3.4 Qualifications on entitlements and eligibility

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

7.3.4.1 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.

7.3.4.2 In the case of ***extended paternity leave,*** by any period of ***maternity leave*** taken by the employee's ***spouse***.

7.3.4.3 In the case of ***extended adoption leave***, by any period of ***extended adoption leave*** taken by the employee's ***spouse***.

7.3.5 Certification required

7.3.5.1 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.

7.3.5.2 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:

7.3.5.2(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 a ***child***.

7.3.5.2(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.

7.3.6 Notice requirements

7.3.6.1 Maternity leave

7.3.6.1(a) An employee must give reasonable notice to the employer, depending on the circumstances, of their intention to take maternity leave.

7.3.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require the employee 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.

7.3.6.2 Paternity leave

An employee must give reasonable notice to the employer, depending on the circumstances, of their intention to take paternity leave.

7.3.6.3 Adoption leave

An employee must

7.3.6.3 (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 *e*mployer of the period(s) of ***adoption leave*** the employee proposes to take.

7.3.6.3 (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***.

7.3.6.3 (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.

7.3.6.3 (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.

7.3.6.4 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 birth parent 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.

7.3.7 Taking of parental leave

7.3.7.1 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***.

7.3.7.2 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.

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

7.3.7.4 Subject to 7.3.4 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.

7.3.7.5 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.

7.3.7.6 Where leave is granted under 7.3.7.5, 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.

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

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

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

7.3.7.10 Not withstanding the provisions of this clause, employees eligible for ***parental leave*** have the right to request ***parental leave*** as consistent with 7.3.15.

7.3.8 Variation and cancellation of parental leave

7.3.8.1 Without extending an entitlement beyond the limit set by 7.3.3, ***parental leave*** may be varied as follows:

7.3.8.1(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.

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

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

7.3.9 Special maternity leave and personal leave

7.3.9.1 If an employee not then on maternity leave suffers illness related to their pregnancy, they are entitled to take leave under 8.1.1.

7.3.9.2 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***.

7.3.9.3 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.

7.3.9.4 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.

7.3.10 Special adoption leave

7.3.10.1 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***.

7.3.10.2 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.

7.3.10.3 The leave under this clause 7.3.10 is to be known as ***special adoption leave*** and does not affect any entitlement under 7.3.3.

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

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

7.3.11 Transfer to a safe job - maternity leave

7.3.11.1 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.

7.3.11.2 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.

7.3.11.3 Leave under this clause 7.3.11 will be treated as ***maternity leave***.

7.3.12 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:

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

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

7.3.13 Communication during parental leave

7.3.13.1 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***. :

7.3.13.2 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. :

7.3.13.3 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 7.3.13.1. :

7.3.14 Return to work after parental leave

7.3.14.1 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***. :

7.3.14.2 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. :

7.3.14.3 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. :

7.3.15 Right to request

7.3.15.1 An employee entitled to ***parental leave*** pursuant to clause 7.3.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 7.3.3.3(a) and 7.3.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid ***parental leave*** provided for in 7.3.3.2 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.

7.3.15.2 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. :

7.3.15.3 The employee's request and the employer's decision made under 7.3.15.1(b) and (c) must be recorded in writing.

7.3.15.4 Where an employee wishes to make a request under 7.3.15.1(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***. :

7.3.16 Termination of employment

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

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

7.3.17 Replacement employees

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

7.3.17.2 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. :

7.3.18 Child Care Leave

7.3.18.1 A Chief Executive will grant leave without pay to an employee to undertake the care of a child not of school age for a period (or aggregate periods) of up to 52 weeks for any one child.

7.3.18.2 If an employee has more than one child at the time of commencing special leave without pay, the leave is regarded to have been taken to undertake the care of each child not of school age.

7.3.18.3 If both parents of a child are public sector employees:

- both employees are not to be granted leave at the same time; and
- the leave granted to both employees in aggregate must not exceed 52 weeks.

7.3.18.4 Where an employee has been granted leave on the grounds of pregnancy and the employee applies for leave to undertake the care of that child, the maximum period (52 weeks) of leave to be granted for the care of the child is to be reduced by the portion of maternity leave which was taken after the birth of the child.

CLAUSE 7.4 TRADE UNION TRAINING LEAVE

OPDATE 06:11:2025 on and from
The employer may authorise attendance by employees at Trade Union Training courses subject to the following conditions:

7.4.1 Employees Eligible

Employees eligible for nomination to attend courses are those persons who are members of the Association.

7.4.2 Training Institutions

Approval is to be limited to attendances at Trade Union Training Courses organised, run or approved by the following organisations:-

Australian Trade Union Institute
Trade Union Training Australia Inc.
Workers Educational Association of South Australia Inc.
Industrial and Training Services of SA Inc.

7.4.3 Nominations for Attendances

All nominations for attendances at courses must be made by the Association of which the employee is a member.

7.4.4 Approval of Nominees

Approval is subject to:

(i) A certificate of eligibility signed by the Secretary of the Association, or person nominated by the Secretary;

(ii) the employee can be spared by the employer (in deciding approvals the work of the employer must be a priority and the privilege may be withdrawn at any time if considered necessary).

7.4.5 Extent of support

Time off with pay for an employee eligible to attend courses may be granted up to a maximum of 10 working days during two calendar years to be calculated from the date the employee is first granted leave to attend a trade union training course.

Time off with pay in excess of 10 working days may be granted in special circumstances at the discretion of the employer but must not exceed 20 working days during two calendar years

All other costs related to the attendance at a course will be the responsibility of the nominating Association.

7.4.6 Extent of Support (Part Time Employees)

Time off with pay for part-time employees eligible to attend courses may be granted in accordance with the following table.

Hours Worked per week	Days that may be granted per two calendar years	Days that may be granted as per 7.4.5 above
15-20	3	6
21-25	4	8
26-30	6	12
31-35	8	16
36-38	10	20

7.4.7 Programmed Day Off

Where an employee is absent on trade union training on their programmed day off, such day will stand as the programmed day off.

CLAUSE 7.5 BEREAVEMENT LEAVE

OPDATE 24:03:2006 on and from

7.5.1 Entitlement to Leave

An employee (other than a casual employee), on the death of a:

- ***spouse***;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

7.5.2 Unpaid Entitlement to Leave

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

7.5.3 Effect of Other Leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

CLAUSE 7.6 CONTINUOUS SERVICE

OPDATE 06:11:2025 on and from

7.6.1 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.

7.6.2 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.

PART 8 - AWARD COMPLIANCE

OPDATE 24:03:2000 on and from

CLAUSE 8.1 OTHER CONDITIONS

OPDATE 06:11:2025 on and from

The following conditions will be applied such that they are not less favourable than those which apply to officers employed under the *Health Care Act 2008* (as amended) and the *Public Sector Act 2009* (as amended):

8.1.1 Personal Leave – Injury and Sickness

8.1.1.1 Entitlement to personal leave

In addition to 8.1, an employee (other than a casual employee) who has a personal leave (formerly known as sick leave) credit:

8.1.1.1(a) Is entitled to take personal leave if the employee is too sick to work; or

8.1.1.1(b) Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

8.1.1.2 Conditions for payment of personal leave

8.1.1.2(a) The employee is not entitled to payment for personal leave unless:

(i) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and

(ii) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

8.1.1.2(b) The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

8.1.2 Leave Without Pay

8.1.3 Special Leave

(i) change of place of residence
(ii) compassionate reasons

8.1.4 Annual Leave Loading

8.1.5 Study Leave

8.1.6 Allowances and Reimbursements Including:

(i) Travel
(ii) Mileage
(iii) Meals
(iv) Removal

8.1.7 Public Holidays

MEDICAL SCIENTISTS (SOUTH AUSTRALIAN PUBLIC SECTOR) AWARD

Schedule 1. CLASSIFICATION DESCRIPTIONS

OPDATE 06:11:2025 on and from

MS1 WORK LEVEL DEFINITIONS

Knowledge and Experience

- the application of scientific knowledge, expertise and competence to perform standard or routine diagnostic/research duties, including participation in problem definition, planning, execution, analysis and reporting.
- the scope and complexity of duties within the diagnostic/research environment will increase with experience to give an evolving level of operational competence.
- application of professional knowledge.

Operational Outcomes

To contribute to the operational objectives of the work group, a position at this level **may** include a combination of the following inputs:

- the execution, analysis and interpretation of findings as they relate to elements of the work.
- the selection and adoption of methods and processes within imposed constraints
- the application of procedures, methods and standards which are generally well established and straightforward.
- the exercise of professional judgement within prescribed areas
- the checking of aspects of the work of professional personnel and others within the same environment
- discussing techniques, procedures and results with clients on straightforward matters
- the undertaking of assignments of limited scope and complexity, comprising, in some situations, a minor phase of a broader or complex assignment
- the provision of reports on progress of project activities (with experience)
- the supervision of assigned non-professional employees.
- Assist in the training of employees
- the carriage of straightforward projects (with experience)
- the preparation of reports which incorporate recommendations on straightforward operations.
- the reporting of results to clients directly, according to the requirements of national accreditation standards

Working Environment

Under the direct supervision of a responsible senior professional, Medical Scientists at this level may operate individually, as a member of a project team, within a work group, or as a recent graduate. Operations may be under a level of professional direction which will decrease as experience increases. Activities at this level may be undertaken on an individual basis or as the ad hoc leader of a small team.

MS2 WORK LEVEL DEFINITIONS

Knowledge and Experience

A combination of professional expertise, competence and experience to perform any standard professional task within the discipline including problem definition, planning, execution, analysis and reporting. Tasks undertaken may be broad in scope and involve complex professional problems.

Operational Outcomes

To contribute to the operational objectives of the work group, a position at this level **may** include a combination of the following inputs:

- selection and application, based on professional judgement, of new and existing methods and techniques towards an end result.
- participation in research related to specific projects and areas of interest under reducing scientific direction
- apply scientific principles and methods to the achievement of work objectives that may be broad or complex. Elements may include problem definition and clarification, execution, analysis, interpretation, adaptation and recording of findings,

and contributing to information publication and/or dissemination to meet specific communication or educational objectives.
- contributions to the development of new techniques and methodology
- the undertaking of complex activities under reducing professional direction
- the supervision of technical staff and other professional officers within the discipline in tasks requiring limited expertise or for functions of limited complexity
- the acceptance of professional responsibility for standards of the work undertaken
- the progressive attainment of greater knowledge and experience under reducing professional direction
- the training of other staff

To provide services to other agencies and individuals, a position at this level **may** combine any of the following responsibilities:

- the reporting of test results to clients directly
- the coordination of projects
- the provision of discrete scientific and consultancy services

Working Environment

Positions at this level may operate under limited supervision as either a member (in some instances as leader) of specialist professional or multi-disciplinary teams, or independently, may deputise for a professional head of a small, single function work unit, and be responsible for the work of a small component of the laboratory. These officers may also supervise staff (both technical and professional) and deputise for the head of a small single function diagnostic/research work group. In certain situations, advice may be sought regarding complex or unusual matters.

Project outcomes may supplement scientific knowledge, the provision of a service and/or the development/adoption of new or improved products, methods or practices. The results may be in a publishable form. Opinion may be sought as input to the employer's program planning process.

MS3 WORK LEVEL DEFINITIONS

Knowledge and Experience

- professional independence and competence
- the analysis of situations and identification of resources, opportunities and needs to develop and/or progress the objectives of the work group.
- proven expertise and capability
- demonstrate a broad, authoritative knowledge of the subject area

Operational Outcomes

To contribute to the operational objectives of the work group, a position at this level **may** include a combination of the following inputs:

- responsible, without supervision from a professional in the discipline for one or more projects, either as an individual, or as a leader of a work group.
- the development and promulgation of critical information for management
- the undertaking of projects or tests of a complex nature with limited or no professional supervision
- regularly contribute to the development of policy and broad program directions through participation as a member of relevant committees, working parties etc., and through provision of reports to management
- contribute to the promulgation of information regarding current developments in medical science

To satisfy work group operations, a position at this level **may** include a combination of the following inputs:

- contribute to the identification and development of programs or investigations within the framework of organisational objectives and priorities
- the determination of quality standards and/or outcomes of their work unit
- the undertaking of work, including projects with significant scope and/or complexity
- contributions to the development of operational policy
- the undertaking of professional duties of an innovative, novel, and/or critical nature without professional direction
- the assessment of the professional, technical and economic impacts of achievements/projects

- the achievement of specific scientific goals, which may include participation in the acquisition of external funding, the publication of research data and the presentation of findings in appropriate scientific forums
- the management of a work unit

To undertake services to other agencies and industry representatives and the public, a position may comprise:

- the provision of consultancy services and professional advice
- the assessment and review of the standards and work of other professional personnel/external consultants
- the exercising of control and coordination of either discrete operations or projects
- ensuring effective outcomes from work of significant scope and/or complexity
- the contribution of specialised scientific knowledge to, participation in, and facilitation of, training programs/activities within a discipline.
- contribute to the identification of current and future methodologies and consulting services in respect to appropriate scientific and clinical matters.
- service on committees relating to policy, planning and development.

Working Environment

A position at this level may operate as a specialist professional, a practitioner with responsibility for complex duties, or as a leader of work unit. In general, positions at this level possess professional responsibility for the outcomes of their work unit with limited or no professional supervision.

MMS1 (MANAGER, MEDICAL SCIENTIST, LEVEL 1)*

Reports to an Executive level position (or equivalent as assessed by the classification delegate). Responsible and accountable for the management of either a discrete branch or unit which has a significant scientific function(s) within the health unit. Demonstrates professional independence and competence, resolves problems and directly influences organisational attitudes and professional policy within the framework of the health unit's and DHW operational programs. Communication with others will be as a key professional within the health unit and as a member of committees, working parties and/or policy development groups, both on an intra and an inter agency basis. It is anticipated that only the most complex unresolved problems and decisions regarding branch or unit functions would be referred to Senior Management.

MS4 WORK LEVEL DEFINITIONS

Knowledge and Experience

- professional independence and competence
- recognition as an authority within an area of medical science
- demonstrate the ability to analyse complex and sensitive situations to appropriately identify resources, opportunities and needs to develop and/or progress the objectives of the organisation and scientific developments.
- comprehensive knowledge within the professional discipline and broad exposure to other professional disciplines
- the application of professional judgement based on current knowledge and experience in the development and adoption of new or improved products, methods or practices.

Operational Outcomes

To satisfy work group operations, a position at this level **may** include a combination of the following inputs:

- the management of complex projects involving a number of personnel from either the discipline or a variety of professional disciplines and backgrounds/organisations
- the provision of a professional contribution to corporate objectives and policy
- the provision of consultancy services to industry, government or the public as an expert in a particular scientific field
- implementing and interpreting policy directives to satisfy the demands of professional and executive programs
- ensuring management/authorities are aware of current developments in the discipline
- the management of a significant work unit

To satisfy the objectives of the work group, a position at this level **may** comprise:

- the initiation, formulation and conduct of significant programs and investigations within the framework of (major work group) organisational objectives and priorities

- the undertaking of the more demanding evaluations of an economic and/or technical nature with professional independence
- the achievement of scientific goals through significant participation in external funding applications**,** the publication of research data and the presentation of findings in appropriate scientific forums
- the determination of operational policy and quality standards and/or outcomes for their work unit
- operation as a specialist with authority in a scientific field that impacts upon the agency
- the management of a significant work unit

To provide services to other agencies and/or private industry, and to other bodies, a position at this level may include any of the following inputs:

- the identification of current and future options relating to developments which impact on agencies/industry
- service on inter-agency committees relating to policy, planning, forecasting and other implications for development.
- the contribution of specialised scientific knowledge to, and participation in, internal teaching and training programs at undergraduate and postgraduate level.

Working Environment

Position classified at this level will generally have a high profile within the discipline and will operate within broad guidelines to achieve specific objectives with professional independence.

Positions at this level will make a major contribution to the development of scientific program directions and policies. The position may be involved in the scientific assessment and review of the standards and work of other professional personnel/external consultants in a particular scientific discipline. Outcomes achieved may include major inputs to the corporate program planning process, providing services and expert consultation to other agencies or industry, satisfying agency objectives and priorities.

MMS2 (MANAGER, MEDICAL SCIENTIST, LEVEL 2)*

Reports to an Executive level position, (or equivalent as assessed by the classification delegate), in some cases to a Chief Executive Officer, for the management of a discrete branch or unit with a major scientific function or a number of significant scientific functions to the operations of an agency. Under broad control and direction within the agency's objectives and priorities, discrete independence of operation and major contributions to the policies for the function, including where they impact on the operations of other agencies, will be increasingly evident. Either as manager of an ongoing program, or as head of a critical and significant component of a major work group, will exercise authority and responsibility for the achievement of program objectives.

MS5 WORK LEVEL DEFINITIONS

Knowledge and Experience

- a requirement for high levels of expertise and experience to determine professional objectives and priorities within the framework of an agency's corporate goals.
- recognition as a leading authority within a professional discipline

Operational Outcomes

To satisfy the Government's objectives and/or the agency's corporate goals, a position at this level **may** include any of the following inputs:

- the initiation and/or management of high level programs and major investigations
- the determination of operational standards/objectives within an agency
- the provision of authoritative and specialist consultancy services on aspects of policy development
- operation as a specialist with authority in a field where the requirements are very complex and of major importance to the agency
- the achievement of specific and significant programs and goals

To provide consultancy services to external organisations, a position at this level **may** include the following inputs:

- the provision of highly specialised services to Government agencies
- the provision of specialised services to industry where the end product is of major importance

- the contribution of specialised scientific knowledge to, and participation in, internal and external teaching programs at undergraduate and postgraduate level

Working Environment

Positions at this level have critical impacts to the agency, to industry, to the State, or to the Nation and decisions made will not usually be subject to professional review.

Work performed may be singular in scope or may encompass a series of conceptually related complex and non-routine scientific activities. Program (or subsidiary project) outcomes are likely to have a critical impact on scientific knowledge and/or contribute to the development and/or adoption of new or improved products, methods or practices within the agency, industry or discipline. Complex, non-routine situations that call for the application of advanced problem solving abilities, and may require the application of multi-disciplinary skills/knowledge, and which may also require novel or innovative methods. Programs are conducted with professional independence, either on an individual basis or as a program leader.

Outcomes will include key inputs to corporate program plans and policy development and/or provision of highly specialised consultancy services. Results will be communicated in an appropriate form.

MMS3 (MANAGER, MEDICAL SCIENTIST, LEVEL 3)*

Reports to an Executive level position (or equivalent as assessed by the classification delegate), or the Chief Executive Officer, for the management of a key and critical function to the agency's operational focus. As a manager of a significant workforce, determines the work group's objectives and priorities, within the framework of the agency's policies and programs, for work which is of a complex nature. Will have a direct and significant influence on the development and implementation of policy which may impact on other agencies. Through either personal expertise and/or the coordination of professional personnel, the occupant is generally recognised as an authority for the State Government on the functional area and provides consultancy services which extend beyond the agency.

MS6A WORK LEVEL DEFINITIONS

Knowledge and Experience expected in positions at the MS6A level include:

- a requirement for high levels of expertise and experience to determine complex and significant professional objectives and priorities within the framework of an agency's corporate objectives.
- recognition as a leading national and international recognised authority within a professional discipline with the ability to foster excellence in the diagnostic and/or research functions of the agency and the medical/scientific community.
- extensive refereed publications in internationally recognised journals
- technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review.

Operational Outcomes

To satisfy the Government's objectives and/or agency's corporate goals, a position at this level **may** include the following features:

- the initiation and/or management of high level programs and major research activities.
- determine strategic and operational standards/objectives within the organisation.
- provision of authoritative and specialist consultancy services on aspects of innovative scientific research and development, where outcomes are of major importance to biomedical science**.**
- coordinate contribute to and develop patents
- provide leadership in the initiation, promotion, implementation and evaluation of innovative and relevant medical research functions at the national/international level.
- international recognition as an expert in a complex field of scientific and research services and have management responsibility for major programs of national/ international significance which impact on, and directly involve, other internationally recognised scientific officers and scientific activities/initiatives.
- undertake and manage individual and/or project activities with professional independence that is not subject to review.
- attract significant research monies.

To satisfy the objectives of the work group, a position at this level **may** comprise:

- management of a significant unit/branch and undertake a leadership role in organisational strategic planning, policy development and resource management with significant accountability for outcomes achieved, to ensure the effective management of:

    - research funding (procurement and expenditure)
    - physical and financial (recurrent) resource management
    - human resource management
    - intellectual resources and patents
    - competencies and learning outcomes for research students

- initiation, development, implementation and review of strategic and operational policies, procedures and principles.

To provide services to other agencies and/or private industry, and to other bodies, a position at this level **may** include any of the following inputs:

- be sought by a range of relevant and recognised bodies and/or individuals as a leading national/international scientist.
- have a critical impact on scientific and research initiatives and activities at the national/international level.
- attract national/international recognition to the employing organisation.
- awarded academic status at professorial level D, and contribute to tertiary curricula development and delivery.

Working Environment

Positions at this level have critical and significant impacts on the organisation and the industry at a national/international level. Decisions made will not usually be subject to professional review.

MS6B WORK LEVEL DEFINITIONS

Knowledge and Experience expected in positions at the MS6B level include:

- a requirement for high levels of expertise and experience to promote and determine complex and significant professional objectives and priorities within the framework of an agency's corporate objectives and industry directions.
- recognition as an international leading authority within a professional discipline with the ability to foster excellence in the diagnostic and/or research functions of the agency and medical/scientific community.
- extensive refereed publications in internationally recognised journals
- collaborated with recognised international organisations on scientific projects that impact on an international scale.
- technical and scientific expertise exercised is such that decisions, activities, research and/or diagnostic programs conducted are not subject to review.

Operational Outcomes

To satisfy the Government's objectives and/or agency's corporate goals, a position at this level will include the following features:

- the initiation and/or management of complex and high level innovative programs and major research activities.
- determine strategic directions and operational standards/objectives within the organisation and industry.
- provision of authoritative and specialist consultancy services on aspects of innovative scientific research and development, where outcomes are of major importance to biomedical science on an international scale.
- attract as an individual or as a manager of team significant research monies into the State
- coordinate, contribute to and develop patents
- collaborate with recognised international organisations on scientific projects
- ensure the provision of leadership in the initiation, promotion, implementation and evaluation of leading edge innovative and relevant medical research functions at the international level, both as an individual and in the management of others.
- international recognition as a leading expert in a complex field of scientific and research services and have management responsibility for major programs of international significance which impact on, and directly involve, other internationally recognised scientific officers and scientific activities/initiatives.
- undertake and manage individual and/or project activities with professional independence and not subject to review.

To satisfy the objectives of the work group, a position at this level will comprise:

- management of a significant unit/branch and undertake a leadership role in organisational strategic planning, policy development and resource management with significant accountability for outcomes achieved to ensure the effective management of:

  - research funding (procurement and expenditure)
  - physical and financial (recurrent) resource management
  - human resource management
  - intellectual resources and patents
  - competencies and learning outcomes for research students

- initiation, development, implementation and review of corporate strategic objectives, plans and operational policy, procedures and principles.

To provide services to other agencies and/or private industry, and to other bodies, a position at this level may include any of the following inputs:

- be sought by a range of relevant and recognised bodies and/or individuals as a leading national and international scientists.
- have a critical impact on scientific and research initiatives and activities at the National and International level.
- attract National and International recognition to the employing organisation.
- awarded academic status at professorial level D or E, and contribute to tertiary curricula development and delivery.

Working Environment

Positions at this level have critical and significant impacts on the organisation and biomedical science at the international level. Decisions made will not be subject to professional review.

*** Manager, Medical Scientist (MMS) - Nature of Position**

The nature of management positions suggests that they should be involved in the traditional functions of planning, controlling, organising and leading whereas non management positions which should form the bulk of the workforce are responsible for performing a clearly defined operational job.

The actual role of the position therefore needs to be closely examined. If the nature of the position is predominantly operational ie. the management aspects are not the prime focus of the position then it should not be classified in the management structure. While most management positions tend to have some "hands on" component, it is the nature of that component and the frequency that it occurs which will determine whether it is a management position.

The requirement to coordinate, supervise or manage a project would, not of itself qualify a position for the management structure.

As is the case in all classification matters the final decision requires the exercise of judgement. It is worth remembering however, that the management structures were not designed to provide employees with automatic salary increases.

The three management levels should be viewed as a senior management structure available only to employees who genuinely carry out a management role. Undoubtedly there will be positions within agencies that have some management responsibility below the levels described in the new structures. It does not mean that these positions should be classified in the management structure. As described in the work level definitions positions must be able to justify a classification at MS3, MS4 and MS5 before the management structure even becomes a consideration.

A position classified at these levels is to report to an executive level position or equivalent as assessed by the classification delegate. In determining what constitutes being equivalent to an executive level position, the following criteria is provided:

1. the salary of the supervisor of the position under review is equal to or greater than the salary for an EXA classification, and

2. the position is part of the senior executive team of the health unit, and

3. there are no more than two levels of management between the position and the Chief Executive Officer of the health unit.

MEDICAL SCIENTISTS (SOUTH AUSTRALIAN PUBLIC SECTOR) AWARD

Schedule 2. Scientific Excellence Criteria

OPDATE 24:03:2000 on and from

The concept of "scientific excellence" recognises that, within the field of work undertaken by Medical Scientists, there is scope for individuals to perform at a higher level than that demanded by responsibilities of their positions. Scientific Excellence is not payable for increased organisational management responsibilities nor for the routine services, research and teaching components inherent in a position, for such would constitute grounds for reclassification of both the position and the position increment.

Scientific excellence is defined as that level of performance which exceeds the acceptable level of scientific competence for the respective classification levels.

For the salary to be granted, it must be demonstrated that the level of scientific performance is significantly greater than the acceptable level of "scientific competence" for the position.

In determining the significance of "scientific excellence", the following factors are to be considered:

- Qualifications;
- Refereed Scientific Papers;
- Committee membership(s);
- Institute membership(s);
- Consultancy / Advisory Status;
- Research grants received;
- Teaching (by invitation outside the organisation);
- Speaking invitations; and
- Any other relevant factors.

MEDICAL SCIENTISTS (SOUTH AUSTRALIAN PUBLIC SECTOR) AWARD

Schedule 3. Classification and Reclassification Processes

OPDATE 24:03:2000 on and from

Reserved Matter

MEDICAL SCIENTISTS (SOUTH AUSTRALIAN PUBLIC SECTOR) AWARD

Schedule 4. Salaries

OPDATE 01:07:2026 1st pp on or after (salaries)
This Schedule shall operate from the first pay period to commence on or after 1 July 2026.

The minimum annual salaries payable to Medical Scientists are as follows:

	Per annum $
Medical Scientist, level 1 (MS1)	
1st increment	68,766
2nd increment	70,250
3rd increment	73,130
4th increment	76,009
5th increment	78,702
6th increment	81,403
Medical Scientist, level 2 (MS2)	
1st increment	86,081
2nd increment	88,598
3rd increment	91,298
4th increment	93,997
Scientific Excellence	99,813
Medical Scientist, level 3 (MS3)	
1st increment	96,517
2nd increment	98,857
3rd increment	101,195
Scientific Excellence	106,770
Medical Scientist, level 4 (MS4)	
1st increment	104,847
2nd increment	107,311
3rd increment	109,650
4th increment	112,083
Scientific Excellence	117,479
Medical Scientist, level 5 (MS5)	
1st increment	115,592
2nd increment	117,478
3rd increment	119,370
Scientific Excellence	124,656
Medical Scientist, level 6A (MS6A)	130,449
Medical Scientist, level 6B (MS6B)	138,731
Manager, Medical Scientist, level 1 (MMS1)	102,996
Manager, Medical Scientist, level 2 (MMS2)	113,878
Manager, Medical Scientist, level 3 (MMS3)	121,169

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.

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 the light of the particular circumstances of each case and the impact on employment at the enterprise level of 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.

MEDICAL SCIENTISTS (SOUTH AUSTRALIAN PUBLIC SECTOR) AWARD

SCHEDULE 5 - ADDITIONAL COMPENSATION FOR CERTAIN WORK RELATED INJURIES OR ILLNESSES

OPDATE 06:11:2025 on and from

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PART 1 - INTRODUCTION

S5.1 This Schedule provides benefits to eligible workers with eligible injuries that would have been applicable under the WR&C Act if they cease to be entitled to similar benefits under the RTW Act.

S5.2 A return to work within the meaning of the RTW Act is the main objective in managing all work injuries. The primary return to work objective will be employment in the worker's home agency. New or other return to work options can only be explored when return to work options within the home agency have been fully explored (and the onus of proof to establish this lies with the employer) or if the worker requests the exploration of new or other employment options in writing (which request may be withdrawn). The Association will reasonably support and co-operate in the pursuit of this objective.

S5.3 This schedule operates in addition to and not instead of any entitlements applicable under any other statute or law, except that:

S5.3.1 any payment which would otherwise be payable under this schedule will not be payable if precisely the same payment has already been made under a compensation Act; and

S5.3.2 if an eligible worker receives a payment for economic loss pursuant to Part 4, Division 6 of the RTW Act, clauses S5.60 through S5.63 apply.

S5.4 Providing the criteria in clause S5.35 through clause S5.36 are met, if an entitlement has been claimed by an eligible worker under a compensation Act and that claim has been rejected, any equivalent or similar entitlement may be claimed, and if rejected disputed under this Schedule notwithstanding that proceedings relating to the rejected compensation Act claim are extant. In making such a claim or in any dispute about such a claim, the matter shall proceed on the basis that the relevant claim under a compensation Act shall remain rejected.

S5.5 If the employer is considering making a decision about a worker's entitlements pursuant to this Schedule which may be adverse to the relevant worker, the employer must provide procedural fairness to the relevant worker before any final decision is made.

S5.6 Claims for entitlements under this Schedule must be made in writing.

PART 2 – DEFINITIONS IN THIS SCHEDULE

S5.7 ***Average Weekly Earnings*** means Average Weekly Earnings under s4(1) of the RTW Act;

S5.8 ***Compensation Act*** means either or both or all of the *Workers Rehabilitation and Compensation Act 1986*, the *Return to Work Act 2014*, and any successor legislation to the *Return to Work Act 2014*. Insofar as references in this Schedule to "compensation Act" refer to the *Return to Work Act 2014*, those references are not limited to the *Return to Work Act 2014* as at 1 July 2017.

S5.9 ***Benefits*** or ***entitlements*** means weekly payments of income compensation or medical and/or like expenses or an entitlement to a reasonable rehabilitation/return to work plan pursuant to this Schedule.

S5.10 ***Claims income compensation*** means either an express request to be paid income compensation pursuant to this Schedule or, if an eligible worker is in receipt of income compensation pursuant to this Schedule, the absence of a request to cease payments of income compensation.

S5.11 ***Eligible worker*** means:

S5.11.1 current and former workers (irrespective of when a former worker's employment ceased); who

S5.11.2 have had a claim accepted under a Compensation Act;

but does not include

S5.11.3 former workers whose employment has been lawfully terminated by the employer on the ground of serious and wilful misconduct and/or criminal conduct.

S5.12 ***Income compensation lump-sum*** means a lump sum payment in an agreed amount and on agreed terms and in accordance with attachment 2 to this Schedule to forever end an entitlement to income compensation pursuant to this Schedule in respect of a particular injury or injuries.

S5.13 ***Independent medical adviser*** or ***IMA*** means an independent medical adviser under s4(1) of the RTW Act;

S5.14 ***Injury*** means an injury within the meaning of s4(1) of the RTW Act.

S5.15 ***Interest*** means interest calculated in accordance with Regulation 38 of the *Return to Work Regulations 2015* as at 1 July 2017.

S5.16 ***Medical and/or related expenses*** means any cost payable or to be payable in respect of costs provided for by s33 of the RTW Act, such as services, appliances, medicines, materials, travel and accommodation.

S5.17 ***Medical expense lump-sum*** means a lump sum payment in an agreed amount and on agreed terms in accordance with attachment 2 to this Schedule to forever end an entitlement to medical and/or related expense compensation pursuant to this Schedule in respect of a particular injury or injuries.

S5.18 ***No current work capacity*** means a present inability arising from the particular eligible injury or the combined effect of one or more eligible injuries such that the eligible worker is not able to return to work, either:

S5.18.1 if the employer has made and continues to make such work available, in suitable employment in their employment at the time of the occurrence of the injury or injuries; or

S5.18.2 in other suitable employment.

S5.19 ***Notional Weekly Earnings*** means the eligible worker's Notional Weekly Earnings under the relevant compensation Act as adjusted pursuant to Part 9 of this Schedule.

S5.20 ***Professional representative*** means a legal practitioner or other person who has been engaged or appointed to represent a party to proceedings before SAET (whether personally or through a worker or agent).

S5.21 ***Recognised health practitioner*** means a recognised health practitioner within the meaning of s4(1) of the RTW Act;

S5.22 ***Recovery/return to work plan*** means a recovery/return to work plan established or continuing under the RTW Act or this Schedule.

S5.23 ***Retiring age*** means "retiring age" as defined in s44(1) of the RTW Act.

S5.24 ***RTW Act*** or ***Return to Work Act 2014 (SA)*** means the *Return to Work Act 2014* (SA) as at 1 July 2017 (and all references to the RTW Act and Regulations under that Act are references to that Act and the relevant Regulations as at 1 July 2017, subject to an express contrary intention);

S5.25 ***SAET*** means the South Australian Employment Tribunal;

S5.26 ***Seriously injured worker*** has the same meaning as under the RTW Act;

S5.27 ***Suitable employment*** means suitable employment as defined under s4(1) of the RTW Act, and a reference to a recovery/return to work plan or services in that provision extends to a recovery/return to work plan or services under this Schedule.

S5.28 ***WR&C Act*** means the *Workers Rehabilitation and Compensation Act 1986* (SA).

PART 3 - ELIGIBLE INJURIES

Only eligible workers can have eligible injuries

S5.29 An injury is not an eligible injury unless the injured worker is an eligible worker.

Temporal connection to employment

S5.30 An eligible injury arises out of or in the course of the eligible worker:

S5.30.1 attending work in accordance with their employment; or

S5.30.2 performing the work for which they are employed.

S5.31 To be an eligible injury the injury must have:

S5.31.1 resulted from conduct directed at the worker that is or appears to be a criminal offence; or

S5.31.2 occurred as a direct and immediate result of conduct that is or appears to be a criminal offence; or

S5.31.3 occurred in other circumstances where the worker is placed in a dangerous situation (however psychiatric injuries are only eligible injuries pursuant to S5.31.3 if they are caused as a consequence of a specific incident or incidents).

Incapacity required for eligibility

S5.32 An eligible injury temporarily or permanently incapacitates the injured worker for work (including because of a need to attend on a medical practitioner for treatment or examination).

When an injury ceases to be an eligible injury

S5.33 An eligible injury ceases to be an eligible injury when:

S5.33.1 the injured worker makes a return to work within the meaning of the RTWA which is sustainable and is earning a salary or wage that is the same or more than their Notional Weekly Earnings; and

S5.33.2 there is no reasonable basis to incur medical and / or related expenses (whether to treat symptoms or reduce the likelihood of symptoms recurring or for any other reason deemed appropriate by a medical practitioner).

When an injury resumes being an eligible injury

S5.34 If an eligible injury ceased to be an eligible injury pursuant to clause S5.33 but the criteria in clause S5.33 are no longer met, the injury resumes being an eligible injury.

Compensation Act status for an injury to be an eligible injury

S5.35 To be an eligible injury a claim for compensation relating to the injury must have been accepted under a compensation Act.

S5.36 If, in relation to a particular injury:

S5.36.1 no compensation has been paid under the RTW Act and no Recovery/Return to Work Plan has been established under the RTW Act;

S5.36.2 that injury is only an eligible injury to the extent that the eligible worker would be entitled to receive benefits or entitlements under the WR&C Act (disregarding the operation of the RTW Act).

Consequential injuries taken to be part of original eligible injuries

S5.37 Any injury arising out of or in the course of an eligible worker's attendance at a place to:

S5.37.1 receive a medical service in relation to an eligible injury; and / or

S5.37.2 obtain a medical report or certificate (or to be examined for that purpose) in relation to an eligible injury; and / or

S5.37.3 receive services or assistance or perform activities intended to assist the eligible worker's recovery or return to work or restoration to the community in relation to an eligible injury; and / or

S5.37.4 to apply for, or receive, compensation in relation to an eligible injury;

S5.37.5 will be taken to constitute part of the original eligible injury, whether or not the eligible worker had additional reasons for attending at that place (for example, if an injury arose from performing activities at the eligible worker's home recommended by a doctor to assist in recovering from an eligible injury).

Injuries and incapacity attributable to surgery etc

S5.38 Any injury or incapacity attributable to surgery or other treatment or service or advice performed or provided with due care and skill by a person professing to have particular skills and undertaken or provided in relation to an eligible injury will be taken to constitute part of the original eligible injury.

PART 4 - MEDICAL EXPENSE ENTITLEMENTS & LUMP SUMS

Medical and related expenses – entitlement

S5.39 The employer must pay compensation for medical and/or related expenses incurred in consequence of an eligible injury, whenever any such expenses are incurred. To avoid doubt, an eligible worker's entitlement to medical and/or related expenses does not end only because income compensation payments to the eligible worker cease. However, if a redemption or commutation in respect of medical and/or related expense entitlements arising out of a particular injury or injuries has been paid pursuant to s42 of the WR&C Act or s54 of the RTW Act, no medical and/or related expenses are payable under this Schedule in relation to that injury or injuries.

Medical expense lump sums

S5.40 Medical expense lump-sums (in addition to such compensation as is payable for medical and related expenses incurred before receiving a medical expense lump-sum payment) may be paid to eligible workers.

Medical and related expenses – effect of medical expense lump-sum

S5.41 Once an eligible worker has received a medical expense lump-sum payment the employer is not obliged to pay compensation for medical and/or related expenses pursuant to this Schedule if:

S5.41.1 medical and/or related expenses are incurred in consequence of a particular eligible injury after the day when the eligible worker receives a medical expense lump-sum payment; and

S5.41.2 a medical expense lump-sum payment received by the eligible worker is specifically in respect of that particular eligible injury.

Medical and related expenses – pre-approval

S5.42 An eligible worker is entitled to a decision by the employer on a claim for compensation for a medical and / or related expense that the eligible worker wishes to incur but is yet to incur. For the avoidance of doubt, a decision to reject such a claim (in whole or in part) is a decision for the purposes of this Schedule.

PART 5 - INCOME COMPENSATION ENTITLEMENTS & LUMP SUMS

S5.43 The employer must pay weekly payments of income compensation in respect of incapacity for work (whether partial or total) arising out of an eligible injury in accordance with the following principles. However, if a redemption or commutation in respect of weekly payments arising out of a particular injury or injuries has been paid pursuant to s42 of the WR&C Act or s53 of the RTW Act, no income compensation is payable under this Schedule in relation to that injury or injuries.

Work capacity review

S5.44 An eligible worker's entitlement to income compensation in respect of a particular eligible injury does not arise without an entitling assessment pursuant to clause S5.49 (work capacity review) and ceases if there is a disentitling assessment pursuant to clause S5.51.

Income compensation – quantum

S5.45 Weekly payments must be paid at the rate of 80% of the eligible worker's Notional Weekly Earnings or, if the eligible worker has actual earnings, 80% of the difference between actual earnings and the eligible worker's Notional Weekly Earnings.

Income compensation – duration

S5.46 An eligible worker's entitlement to income compensation ceases when the eligible worker reaches retiring age.

S5.47 If an eligible worker breaches the obligation of mutuality, the eligible worker's entitlement to income compensation may be discontinued for such time as the eligible worker remains in breach of the obligation of mutuality. An eligible worker resigning (other than on medical advice to resign) after claiming income compensation under this Schedule breaches mutuality. Lawful termination of employment by the employer on the ground of serious and wilful misconduct and/or criminal conduct breaches mutuality.

S5.48 An eligible worker's entitlement to income compensation may be discontinued if there is a disentitling assessment on a work capacity review.

Work Capacity Reviews

S5.49 An eligible worker's entitlement to receive income compensation does not commence unless the eligible worker is assessed in relation to the cumulative effect of one or more eligible injuries (an ***entitling assessment***) by the employer as:

S5.49.1 having no current work capacity; and

S5.49.2 likely to continue indefinitely to have no current work capacity; or

S5.49.3 being in employment but because of the injury or injuries is likely to continue indefinitely to be incapable of undertaking further or additional employment or work that would increase the eligible worker's current weekly earnings.

S5.50 The employer may make an entitling assessment on any basis.

S5.51 A ***disentitling assessment*** is an assessment that the eligible worker does not meet the criteria in clause S5.49. A disentitling assessment can only be made if:

S5.51.1 the employer has sought and obtained an opinion from an IMA (whose expertise is appropriate to the particular injury or injuries) about whether the eligible worker meets the criteria in clause S5.49; and

S5.51.2 if the eligible worker has earnings in employment or other work, the IMA considers that notwithstanding the eligible injury or injuries the eligible worker is, and is likely to continue indefinitely to be, capable of undertaking further or additional employment or work which would increase the eligible worker's earnings, and specifies what that additional employment or work is; and

S5.51.3 the IMA provides a written opinion that the eligible worker does not meet the criteria in clause S5.49; and

S5.51.4 if the eligible worker has earnings in employment or other work, the IMA specifies on reasonable grounds the additional employment or work the IMA considers that the eligible worker could do to increase their earnings.

Work capacity reviews and ceasing income compensation

S5.52 An eligible worker receiving income compensation under this Schedule shall continue to receive income compensation under this Schedule until at least 13 weeks after the eligible worker receives written notification from the employer that the eligible worker is no longer entitled to receive income compensation under this Schedule because of a disentitling assessment.

Work capacity reviews and commencing or recommencing income compensation

S5.53 If an eligible worker who is not receiving income compensation under this Schedule or a compensation Act claims income compensation the employer is not obliged to pay income compensation under this Schedule until an entitling assessment is made. In those circumstances, if an entitling assessment is made the eligible worker is entitled to arrears and interest for all periods when they are entitled to income compensation.

First work capacity review; timing

S5.54 A work capacity review may be performed before or after an eligible worker has exhausted their entitlement to weekly payments under a compensation Act.

S5.55 An eligible worker who, immediately before the end of the second designated period defined in s39 of the RTW Act, was in receipt of weekly payments under the RTW Act is entitled to receive income compensation pursuant to this Schedule at the same rate unless and until a work capacity review is conducted.

S5.56 If clause S5.55 applies and the outcome of the work capacity review is:

S5.56.1 an ***entitling assessment***, the employer must conduct reviews in accordance with Part 9 of this Schedule and adjust the eligible worker's income compensation accordingly;

S5.56.2 a ***disentitling assessment***, clause S5.52 and Part 8 of this Schedule apply.

Reassessment

S5.57 An eligible worker's work capacity may be reassessed consistent with clause S5.49 through clause S5.51 at any reasonable time and must be reassessed as often as is reasonably necessary.

Income compensation – effect of income compensation lump-sum

S5.58 An income compensation lump-sum (in addition to such compensation as is payable for income compensation before receiving an income compensation lump-sum payment) may be paid to eligible workers.

S5.59 Once an eligible worker has received an income compensation lump-sum payment the employer is not obliged to pay weekly payments pursuant to this Schedule if:

S5.59.1 an entitlement to income compensation in consequence of a particular eligible injury arises after the day when the eligible worker receives an income compensation lump-sum payment; and

S5.59.2 an income compensation lump-sum payment received by the eligible worker is specifically in respect of that particular eligible injury.

Income compensation – effect of lump-sum payment for economic loss

S5.60 If this Award applies to a worker who claims compensation pursuant to Part 4, Division 6 of the RTW Act, before paying any such compensation the employer must:

S5.60.1 give the worker written notice of:

S5.60.1.1 the dollar amount of compensation the employer says the worker is entitled to; and

S5.60.1.2 clauses S5.60 through S5.63 of this Schedule; and

S5.60.2 request written confirmation from the worker that, having regard to clauses S5.60 through S5.63 of this Schedule, they wish to be paid compensation pursuant to Part 4, Division 6 of the RTW Act and allow a reasonable time for the worker to respond in writing.

S5.61 If an eligible worker has received a payment pursuant to Part 4, Division 6 of the RTW Act (***the payment***) 3 months or more after this Schedule is inserted into the Award the eligible worker is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

S5.62 If an eligible worker has received a payment pursuant to Part 4, Division 6 of the RTW Act (***the payment***) before 3 months after this Schedule is inserted into the Award, the eligible worker is not entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to unless they agree in writing to repay the payment and comply with that agreement, with repayments to be made by periodic payments in accordance with clause S5.78.1 unless otherwise agreed in writing.

S5.63 If an eligible worker has received income compensation pursuant to this Schedule and then receives a payment pursuant to Part 4, Division 6 of the RTW Act (***the payment***):

S5.63.1 the eligible worker ceases to be entitled to income compensation pursuant to this Schedule in relation to the same injury or injuries that the payment related to; and

S5.63.2 the employer is entitled to deduct from the payment any income compensation previously paid to the eligible worker pursuant to this Schedule in relation to the same injury or injuries that the payment related to.

PART 6 - RECOVERY/RETURN TO WORK PLANS

Continuing operation of plans established under the RTW Act

S5.64 If a recovery/return to work plan established under s25 of the RTW Act has not reached its completion date or action when entitlements under this Schedule arise, it continues to operate by virtue of this Schedule irrespective of whether the RTW Act authorises its continued operation until the date or action the plan is expressed to conclude on, unless the eligible worker and the employer agree that the plan should cease operation or be varied or if SAET determines that the plan should cease operation or be varied.

When plans are established - entitlement

S5.65 If it is reasonable to do so, the employer may establish a written recovery/return to work plan in relation to an eligible worker who has an eligible injury. If an eligible worker's entitlements under this Schedule are not exhausted, the employer must establish a written recovery/return to work plan if the eligible worker requests such a plan in writing.

Content of plans

S5.66 A recovery/return to work plan may provide for any assistance, service, payments or return to work arrangement that may reasonably assist the full restoration of the eligible worker to the workforce and/or the community, including by alleviating the impact of the disability so far as is possible. A recovery/return to work plan must assist the full restoration of the eligible worker to the workforce and/or the community, including by alleviating the impact of the disability, so far as is reasonably practicable, and must be in accordance with Attachment 1 to this Schedule.

S5.67 Recovery/return to work plans under this Schedule may not impose unreasonable obligations on eligible workers.

S5.68 An eligible worker whose entitlements under this Schedule are not exhausted is entitled to a reasonable recovery/return to work plan if the employer establishes a recovery/return to work plan or if the worker requests a recovery/return to work plan.

S5.69 If:

S5.69.1 an eligible worker who has been incapacitated for work in consequence of an eligible injury is able to return to work, whether on a full-time or part-time basis and whether or not to their previous employment;

S5.69.2 the employer must provide suitable employment for the eligible worker (the employment being employment for which the eligible worker is fit and, subject to that qualification employment which is, so far as reasonably practicable the same as, or equivalent to, the employment in which the eligible worker was working immediately before the incapacity) as part of a recovery/return to work plan;

S5.69.3 if the eligible worker requests it; but not if

S5.69.4 it is not reasonably practicable to provide such employment (and the onus of establishing that lies on the employer); or

S5.69.5 the eligible worker left the employment of the employer before the commencement of the incapacity for work; or

S5.69.6 the eligible worker terminated the employment after the commencement of the incapacity for work; or

S5.69.7 new or other employment options and any ancillary matters have been agreed and remain agreed between the eligible worker and employer and are contained in a current recovery/return to work plan; or

S5.69.8 the eligible worker has otherwise sustainably returned to work earning at or above the eligible worker's Notional Weekly Earnings.

S5.70 Suitable employment to be provided by the employer includes employment in respect of which the number of hours each day or week that the worker performs work or the range of duties the worker performs is suitably increased in stages.

S5.71 If an eligible worker performs alternative or modified duties pursuant to a recovery/return to work plan, the employer must pay an appropriate wage or salary in respect of those duties.

PART 7 - MUTUAL OBLIGATIONS

S5.72 When an eligible worker is entitled to receive benefits pursuant to this Schedule the employer must reasonably:

S5.72.1 manage the eligible worker's injury; and

S5.72.2 provide services and assistance to further the eligible worker's recovery and return to work and / or the community and to alleviate the impact of the disability so far as is possible; and

S5.72.3 at the worker's request, review any service/s or entitlements provided pursuant to this Schedule and/or investigate any matter, if it appears to the worker that the employer may not be complying with this Schedule and provide the worker with written advice about the outcome of any such review or investigation and any actions the employer will take arising out of any such review or investigation.

S5.73 A worker receiving income compensation under this Schedule must not breach the obligation of mutuality defined by s48(3) and (4) of the RTW Act. If a worker breaches mutuality, mutuality may be restored in accordance with the principles applicable under the RTW Act. A breach of mutuality does not alter the worker's entitlement to compensation for medical and / or related expenses.

PART 8 - REDUCTION, DISCONTINUANCE & SUSPENSION OF INCOME COMPENSATION

S5.74 If an eligible worker's entitlement to income compensation under this Schedule ceases or will cease or reduces or will reduce (including because the worker has ceased to be an eligible worker), payments of income compensation may only be discontinued or reduced in accordance with this Part.

S5.75 Unless clause S5.52 applies (work capacity reviews – 13 weeks' notice), no cessation or reduction of payments of income compensation may occur until the worker has received at least 28 days written notice of any such cessation or reduction.

S5.76 If a person (or the Association on the person's behalf) disputes a decision to reduce, discontinue or suspend their payments of income compensation (by either an application to SAET or the invocation of a dispute resolution procedure in this Award or an applicable enterprise agreement) within one month of the person receiving notice of a decision by the employer to reduce, discontinue or suspend income compensation under this Schedule:

S5.76.1 the operation of the decision is suspended and—

S5.76.1.1 the income compensation must continue or, if the decision has already taken effect, the income compensation must be reinstated (to its previous level), until the matter first comes before a member of SAET; and

S5.76.1.2 the employer must make a payment to the person of any income compensation that has not been made between the date that the decision took effect and the date the income compensation is reinstated;

S5.76.1.3 unless the person elects in writing not to receive payments under this clause; and

S5.76.2 SAET may as it thinks fit and from time to time, and after having regard to the nature and circumstances of the case—

S5.76.2.1 further suspend the operation of the decision (from time to time) until the dispute is resolved to avoid the person suffering financial hardship and extra weight must be given to the desirability of requiring the continuation of payments if SAET considers it is reasonably open to the person to dispute the relevant decision;

S5.76.2.2 vary or revoke a decision under this clause, including to provide that weekly payments will only continue, or continue at a reduced rate, if the person complies with conditions determined by SAET;

S5.76.2.3 make an order to pay an amount relating to all or any weekly payments that have not been made to the worker during the dispute.

S5.77 If a dispute is ultimately resolved in favour of the employer and the person has been paid more than the person's lawful entitlements to income compensation pursuant to clause S5.76, the employer may, at the employer's discretion (but subject to this Schedule):

S5.77.1 recover the excess (and any interest on the excess) from the worker as a debt; or

S5.77.2 set off the amount recoverable under clause S5.77.1 against liabilities of the employer to pay the worker under this Schedule or a Compensation Act.

S5.78 If it is reasonable in the circumstances, the employer may set off or recover an amount under clause S5.77.1 as a single lump sum, or by periodic payments, or by a combination of a lump sum and periodic payments, or in some other manner agreed between the employer and the person in writing, however:

S5.78.1 the employer cannot require a person to make periodic payments exceeding 10% of the person's net income ("net income" means income after an appropriate deduction is made for any income tax and child support payable by the person and any deductions made because of a garnishee order or similar order or requirement or any other deduction imposed by statute) without the person's written agreement;

S5.78.2 the employer may, in its absolute discretion, waive (absolutely or subject to such conditions as the employer thinks fit) the whole or any part of an amount it is entitled to recover, and shall do so if:

S5.78.2.1 the employer is satisfied that the person is experiencing severe financial hardship, or it appears appropriate to do so because of any other special circumstances specific to the person; or

S5.78.2.2 the employer considers it appropriate considering the likely costs associated with recovering the amount and the amount itself;

S5.78.3 unless the person has provided materially false or misleading information to the employer that caused the employer to make the relevant payment/s, the employer must grant these remissions if the total amount payable is repaid within the following periods:

S5.78.3.1 a 15% remission if the total amount is repaid within 1 month of the person first receiving written notification of the amount they are liable to pay;

S5.78.3.2 a 10% remission if the total amount is repaid within 6 months of the person first receiving written notification of the amount they are liable to pay.

S5.79 If a person has made a payment (including by an amount being set off) to the employer under clause S5.78, the employer must, within two months of end the financial year in which the payment is made, furnish the person with a statement that sets out:

S5.79.1 the total amount paid by the person during that financial year; and

S5.79.2 the amount left to be paid (if any); and

S5.79.3 must furnish a final statement within 2 months after the debt is extinguished.

Interaction between paid annual and/or long service leave and income compensation – suspension

S5.80 If an eligible worker takes paid annual or long service leave, the employer may suspend the income compensation that would otherwise be payable to the eligible worker when the eligible worker is on that leave if the employer complies with the notice requirements of this clause.

S5.81 If the employer proposes to suspend the income compensation that would otherwise be payable during such a period of leave, the employer must provide the eligible worker with written notice of that proposal (including details of when income compensation payments under this Schedule will resume) within 14 days of the eligible worker requesting the relevant paid leave.

S5.82 The eligible worker may withdraw the request for paid leave at any time within 14 days of a written notice under clause S5.81.

S5.83 The employer cannot compel an eligible worker to take leave when they are entitled to income compensation.

PART 9 – ADJUSTMENTS TO INCOME COMPENSATION

Economic adjustments to the level of income compensation

S5.84 If an eligible worker is incapacitated for work or appears likely to be incapacitated for work for more than one year, the employer must, during each year of incapacity, review the income compensation for the purpose of making an adjustment to the amount of the income compensation under this Part.

Quantum of economic adjustments – industrial instruments

S5.85 Subject to clause S5.87, the Notional Weekly Earnings of an eligible worker who is entitled to income compensation shall be adjusted to reflect any increases in the rates of remuneration applicable to the classification held by the worker (or, where relevant, any successor classification) immediately prior to the particular injury occurring and prescribed by an award or enterprise agreement.

Notice requirements before economic adjustment decided

S5.86 At least 28 days before deciding the quantum of an economic adjustment pursuant to this clause, the employer must give the eligible worker written notice of the following.

S5.86.1 The increase in the rate of remuneration the employer says applies pursuant to clause S5.85 and how the proposed economic adjustment has been calculated by applying that increase to the eligible worker's pre-existing Notional Weekly Earnings.

S5.86.2 The increase in the rate of remuneration the employer says would be applicable if an economic adjustment was made in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, and how an economic adjustment would be calculated by applying that increase to the eligible worker's pre-existing Notional Weekly Earnings, and the eligible worker's right to elect in writing to receive an economic adjustment on that basis rather than in accordance with clause S5.85.

S5.86.3 The eligible worker's right to make written representations to the employer on the review within a reasonable time specified in the notice.

Election for economic adjustment based on Wage Price Index not industrial instrument

S5.87 If an eligible worker elects in writing to have their Notional Weekly Earnings adjusted in accordance with the Wage Price Index for total hourly rates of pay excluding bonuses for South Australia, the employer must adjust the eligible worker's Notional Weekly Earnings accordingly.

Timing of economic increase based on industrial instrument

S5.88 An economic increase reflecting changes to remuneration in an award or enterprise agreement operates from the date of the employer's decision on the review, backdated to the date of the relevant changes in rates of remuneration.

Timing of economic increase based on Wage Price Index

S5.89 An economic increase in accordance with clause S5.87 operates from the end of the year of incapacity in which the review is made.

Adjustments due to change from original arrangements

S5.90 The employer may, on its own initiative and must at the written request of an eligible worker, review the calculation of the Average Weekly Earnings of the eligible worker (and therefore the Notional Weekly Earnings of the eligible worker) for the purpose of making an adjustment due to:

S5.90.1 a change in a component of the eligible worker's remuneration used to determine Average Weekly Earnings (including a component constituted by a non-cash benefit); or

S5.90.2 a change in the equipment or facilities provided or made available to the eligible worker (if relevant to Average Weekly Earnings).

S5.91 Before the employer begins a review under clause S5.90, the employer must give the eligible worker written notice informing the eligible worker of the proposed review and inviting the eligible worker to make written representations to the employer on the subject of the review within a reasonable time specified in the notice.

S5.92 If the employer finds on a review under clause S5.90 that there has been a change that warrants an adjustment contemplated by clause S5.90, the employer shall make the relevant adjustment.

S5.93 An adjustment under clause S5.90:

S5.93.1 will take effect as an adjustment to the eligible worker's Notional Weekly Earnings (and may therefore increase or reduce income compensation under this Schedule); and

S5.93.2 operates from an appropriate date determined by the employer (which may be an antecedent date but not a date that is before the date of the change on which the adjustment is based and not so as to result in a retrospective reduction in income compensation).

S5.94 For the purposes of a review under clause S5.90, the employer may, by notice in writing to the eligible worker to whom the review relates, require the eligible worker to furnish any information that the employer reasonably determines to be relevant to the review.

S5.95 If an eligible worker fails to comply with a requirement under clause S5.94 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible worker.

S5.96 On completing a review under clause S5.90, the employer must give the eligible worker written notice setting out the employer's decision on the review, and the eligible worker's rights to dispute the employer's decision.

S5.97 Clauses 90 through 103 do not limit the rights of the employer under any other clause of this Schedule.

General Review of weekly payments

S5.98 The employer may, on its own initiative and must if requested in writing by an eligible worker, review the amount of the weekly payments made to an eligible worker. The employer is not required to comply with a request for such a review if the request is made within 3 months of the completion of an earlier review.

S5.99 Before the employer begins a clause S5.98 review under this clause, the employer must give the eligible worker written notice informing the eligible worker of the proposed review and inviting the eligible worker to make a written representation to the employer on the subject of the review within a reasonable time specified in the notice.

S5.100 If the employer finds on a clause S5.98 review that the eligible worker's entitlement to income compensation has ceased, or has increased or decreased, the employer must adjust and may discontinue the income compensation to reflect that finding.

S5.101 For the purposes of a clause S5.98 review, the employer may, by notice in writing to an eligible worker who is receiving weekly payments, require the eligible worker to submit to an examination by an IMA nominated by the employer or require the eligible worker to furnish evidence of the eligible worker's earnings (other than earnings paid by the employer).

S5.102 If an eligible worker fails to comply with a requirement under clause S5.101 within the time allowed in the notice, the employer may suspend income compensation payments to the eligible worker.

S5.103 On completing a clause S5.98 review, the employer must give the eligible worker written notice setting out the employer's decision on the review, and the eligible worker's rights to dispute the employer's decision, in accordance with clause S5.104.

PART 10 - DECISIONS ON CLAIMS

S5.104 The employer must provide its written decision on a claim for entitlements under this Schedule (including a decision to cease or reduce or suspend income compensation and decisions to review income compensation and decisions on recovery/return to work plans) to the person who made the claim (including by their representative). The written decision must include the information required by s31(8)(b) of the RTW Act and regulation 20 of the RTW Regulations.

S5.105 The employer must decide claims for entitlements under this Schedule (including claims for the provision of a recovery/return to work plan) as quickly as reasonably practicable and where the claim is for income compensation must, wherever practicable, endeavour to decide the claim within 10 business days from receipt of the claim.

S5.106 A person (or the Association acting on their behalf) who believes there has been undue delay in deciding a claim or other matter affecting the person under this Schedule may apply to SAET for expedited determination of the matter.

S5.107 An application for an expedited determination of a matter cannot be made until at least 10 business days after the matter was placed before the relevant decision maker.

S5.108 On an application for expedited determination of a matter, SAET may (in addition to such other powers as SAET may have) give directions SAET considers necessary to expedite the determination of the matter or decide the matter itself.

S5.109 If SAET decides a claim on an application for expedited decision, the decision is to be treated as a decision of the employer.

PART 11 - DISPUTE RESOLUTION

S5.110 For the avoidance of doubt and without limiting such other legal rights as the employer, the Association and a person claiming an entitlement under this Schedule may have:

S5.110.1 disputes over the employer's decisions on entitlements under this Schedule may be resolved pursuant to chapter two part one of the Fair Work Act 1994 and /or chapter two part two of the Fair Work Act 1994 (including concurrently) and any successor legislation to those provisions; and

S5.110.2 proceedings and dispute resolution processes taking issue with the employer's decision/s on entitlements under this Schedule may be commenced by either the person claiming the entitlement or the Association.

S5.111 Proceedings in the SAET about the employer's decision/s on entitlements under this Schedule should, so far as is reasonably practicable, be heard together with such other proceedings between the same parties in the SAET as may exist.

PART 12 - COSTS OF PROCEEDINGS

General Entitlement To Costs

S5.112 A party (other than the employer) is entitled, subject to this Schedule, to an award against the employer for the party's reasonable costs of proceedings for resolution of the matter before SAET.

S5.113 Costs may only be awarded to cover the cost of representation by a legal practitioner or an officer or employee of the Association and disbursements incurred by a party to proceedings before SAET up to a reasonable amount reasonably incurred, subject to the qualification that costs for medical services reimbursed as disbursements in the proceedings are limited to the scales of charges applicable at the relevant time that apply for the purposes of s33 of the RTW Act or, if a service is not covered by a scale of charges under that section, to an amount determined in accordance with the principles that apply under that section.

S5.114 If SAET is of the opinion that a party:

S5.114.1 has acted unreasonably:

S5.114.1.1 in bringing proceedings before SAET; or

S5.114.1.2 in view of an assessment or recommendation of a SAET member under s43(13) of the South Australian Employment Tribunal Act 2014; or

S5.114.1.3 without limiting 114.1.2 — in failing to discontinue or settle any proceedings before the conclusion of the hearing of a matter; or

S5.114.1.4 in relation to any other aspect of the conduct of proceedings before SAET; or

S5.114.2 has acted frivolously or vexatiously in bringing or in relation to the conduct of proceedings before SAET,

SAET may—

S5.114.3 decline to make an award of costs in favour of the party and may further (if it thinks fit) make an award of costs against the party; or

S5.114.4 reduce the amount of the award of costs to which the party would otherwise have been entitled.

S5.115 Subject to clause S5.116, an award of costs to cover professional advice or assistance may, if SAET considers appropriate, be made in favour of the person who provided the professional advice or assistance.

S5.116 An award of costs to cover the cost of representation by an officer or employee of the Association is payable to the Association.

S5.117 An award of legal costs cannot exceed 85% of the amount that would be allowable under the relevant Supreme Court scale if the proceedings were in the Supreme Court.

Costs liability of representatives

S5.118 If a professional representative acting for a party to proceedings before SAET under this Schedule (whether personally or through a worker or agent) has caused costs to be incurred improperly or without reasonable cause or to be wasted by undue delay or negligence or by any other misconduct or default, SAET may order:

S5.118.1 that all or any of the costs between the professional representative and their client be disallowed or that the professional representative repay to their client the whole or part of any money paid on account of costs;

S5.118.2 that the professional representative pay to their client all or any of the costs which their client has been ordered to pay to any party;

S5.118.3 that the professional representative pay all or any of the costs of any party other than their client.

S5.119 Without limiting clause S5.118, a professional representative is in default for the purposes of that clause if any proceedings cannot conveniently be heard or proceed, or fail or are adjourned without any useful progress being made, because the professional representative failed to:

S5.119.1 attend in person or by a proper representative; or

S5.119.2 file any document which ought to have been filed; or

S5.119.3 lodge or deliver any document for the use of SAET which ought to have been lodged or delivered; or

S5.119.4 be prepared with any proper evidence or account; or

S5.119.5 otherwise proceed.

S5.120 SAET may not make an order against a professional representative under clause S5.118 unless SAET has informed the professional representative of the nature of the order proposed and allowed the professional representative a reasonable opportunity to make representations, and call evidence, in relation to the matter.

S5.121 SAET may order that notice of any proceedings or order against a professional representative under clause S5.118 be given to the client in such manner as SAET directs.

S5.122 SAET's power to make an order under clause S5.118 is exercisable by a presidential member of SAET or another member of SAET who is authorised by a presidential member of SAET to make the particular order.

PART 13 – MISCELLANEOUS

Interest on Delayed Income Compensation

S5.123 If:

S5.123.1 income compensation, or part of income compensation, is not paid as and when required to be paid under this Schedule; or

S5.123.2 the payment of income compensation is delayed pending resolution of a dispute over the employer's decision/s on an entitlement to income compensation under this Schedule; then

S5.123.3 interest will be paid on any arrears, however, no interest is payable under this clause if the delay is attributable to some fault on the part of the eligible worker.

Interim payments

S5.124 A person may, pending the final determination of a claim, apply to the employer for interim payments of income compensation under this Schedule.

S5.125 The employer must offer to make interim payments if it fails to determine the relevant claim within 10 business days after the date of receipt of the claim unless the failure to determine the claim is:

S5.125.1 due to the unreasonable failure or refusal of the person making the claim to attend a medical examination arranged by the employer; or

S5.125.2 because the employer has arranged an examination for the purposes of a work capacity review and that examination is yet to occur.

S5.126 If on the final determination of a claim (if the employer rejects the claim, the claim is finally determined when any relevant proceedings have been completely finalised) an amount the worker was not entitled to has been paid under this clause, the employer may recover that amount as a debt in a Court of competent jurisdiction.

Income Compensation & Leave Entitlements

S5.127 Section 50 of the RTW Act is incorporated into this Schedule. To the extent that s50 of the RTW Act is inconsistent with clauses 80 through 83, those clauses prevail.

S5.128 The references to "weekly payments" in s50 of the RTW Act as incorporated into this Schedule are to be read as references to income compensation pursuant to this Schedule.

Injuries that develop gradually

S5.129 The date when an injury that develops gradually or is a disease will be taken to have occurred will be determined in accordance with RTW Act s188.

Costs associated with lump-sum payment agreements

S5.130 If the employer offers an eligible worker a lump sum payment agreement, and the eligible worker incurs costs in having one or more of annexures A, B or C to such an agreement completed by a professional adviser, a financial adviser or a recognised health practitioner, the employer must reimburse the eligible worker for any such costs subject to any limits applicable at the time the relevant advice is obtained pursuant to ss53 and 54 of the RTW Act.

Review & anomalies

S5.131 The Association and the employer shall:

S5.131.1 jointly review the operation of this Schedule with that review to commence 2 years after the order incorporating this Schedule in this Award is made and to conclude within 2 months of commencement; and

S5.131.2 use their best endeavours to resolve perceived anomalies or perceived unfair situations arising out of the operation of this Schedule or the alteration to the rights of workers arising out of the change from the WR&C Act to the RTW Act.

ATTACHMENT ONE
RECOVERY/RETURN TO WORK PLAN

Recovery/Return to Work Plan **No:**

Boxes marked * MUST be completed in full.

Details	
*Commencement date/action:	*Completion date/action:
*worker's full name:	*Claim no:
*Pre-injury position:	*Date of birth:
*Pre-injury employer:	*Date of injury:
* Employer contact person:	*Nature of injury:
Is an interpreter required? Yes ☐ No ☐	Preferred language:

Objectives:

Mandatory: Select at least one of the following objectives

☐ (i) The worker's return to the pre-injury employment with the pre-injury employer;
☐ (ii) The worker's return to different employment with the pre-injury employer;
☐ (iii) The worker's return to the pre-injury employment but with a different employer;
☐ (iv) The worker's return to different employment with a different employer;
☐ (v) The worker's return to independence within the community;

Goal(s):	**Actions and services required to meet the goals and objectives of this recovery/return to work plan**	**By whom (name)** **By when (date)**

***Hourly wage rate to be paid by employer: $**

If an eligible worker who has been incapacitated for work in consequence of a work injury undertakes alternative or modified duties under employment or an arrangement that falls outside the eligible worker's contract of service for the employment from which the injury arose, the employer must pay an appropriate wage or salary in respect of those duties.

Stay at work/return to work arrangements:

From	To	Days	Hours	Work activities	Considerations/Restrictions	Supervisor (name)

Important Notice to Eligible workers

- A failure to comply with an obligation under a recovery/return to work plan may lead to the discontinuance of income compensation.
- Recovery/return to work plans may be disputed but that does not suspend obligations imposed by the plan pending a determination of the dispute.
- A refusal or failure to undertake work that has been offered and that the eligible worker is capable of performing, or to take reasonable steps to find or obtain suitable employment, may lead to the discontinuance of income compensation. This may also occur if an eligible worker obtains suitable employment and then unreasonably discontinues the employment.

Preparation details

Prepared by:	Telephone:
Position:	Email:
Relevant comments by any party:	

Agreement (a signature confirms the party has been consulted in preparing this recovery/return to work plan)

Parties involved	Print name	Signature (or reason if none)	Date
Eligible worker			
Employer			
Medical Practitioner			

Established/Approved

Recovery/return to work plan: ☐ **Approved** ☐ **Not approved**

Employer Signature	Initials and surname	Date

Employer Comments:

ATTACHMENT TWO

Lump-Sum Agreement
to

EXTINGUISH RIGHTS

to [income compensation and/or medical and/or related expense compensation] [amend as appropriate]

Pursuant to Schedule 5 of the Medical Scientists (South Australian Public Sector) Award

This is an agreement between:

[insert eligible worker's name]

"the eligible worker"

And

The Declared Employer of Public Employees

"the employer"

Background

1. The eligible worker suffered an injury or injuries as follows (***the injury or injuries***):

Injury Date	**Injury Description**

2. The employer has undischarged liabilities to the eligible worker to pay income compensation and compensation for medical and/or related expenses [delete "income compensation and" if appropriate] in respect of the injury or injuries in accordance with Schedule 5 of the Medical Scientists (South Australian Public Sector) Award (***the undischarged liabilities***).

3. Noting that no lump-sum payment agreement can be finalised unless the eligible worker has received competent professional advice about the consequences of this agreement, the eligible worker has received such advice, as appears from Annexure "A".

4. Noting that no lump-sum payment agreement can be finalised unless the eligible worker has received competent financial advice about the investment or use of the lump sum payment, the eligible worker has received such advice, as appears from Annexure "B".

5. Noting that no lump-sum payment agreement can be finalised unless a recognised health practitioner has certified that the extent of the eligible worker's incapacity resulting from the injury or injuries can be determined with a reasonable degree of confidence and has advised the eligible worker about the future medical assistance of any kind that the eligible worker will or is likely to require on account of the injury or injuries and any related surgery, treatment or condition, a recognised health practitioner has so certified and has so advised as appears from Annexure "C".

6. The eligible worker and the employer have reached an agreement for the employer to pay a lump sum to the eligible worker which payment will extinguish the undischarged liabilities.

THE ELIGIBLE worker AND THE EMPLOYER HEREBY AGREE AND ACKNOWLEDGE:-

7. The matters set out in paragraphs 1 through 6 of this agreement are true and correct to the best of the eligible worker's and the employer's knowledge, understanding and belief.

8. That the employer's undischarged liabilities to pay [income compensation and – delete if inapplicable] medical and/or related expense compensation be extinguished by a capital payment of [insert dollar figure] [comprised of [insert dollar figure] to extinguish the undischarged liability for income compensation and [insert dollar figure] to extinguish the undischarged liability for medical and/or related expenses] [the passage commencing "comprised of" and concluding "related expenses" must be deleted if the lump sum agreement extinguishes medical and/or related expense entitlements only].

9. The eligible worker **ACKNOWLEDGES** that on receipt of the capital payment detailed in the preceding paragraph the undischarged liability to the eligible worker set out in paragraph 2 of this agreement is forever extinguished.

DATED the day of 20…...

SIGNED by the eligible worker [insert name]) ……
)
) Date and time signed by eligible worker
)
in the presence of:) ……

SIGNED for and on behalf of **The Declared Employer of Public Employees** by

……..

[insert name of authorised signatory to the employer]

……..

Date ……..

in the presence of: ……..……..

Date

NOTIFICATION TO ELIGIBLE WORKER

Under Section 33A of the *Health and Other Services (Compensation) Act 1995* (**Medicare Act**), you are advised that the employer intends to make an advance payment under Section 33B of the Medicare Act for compensation payable under a judgment or settlement as follows:

1. The employer intends to make an advance payment to the Commonwealth.

2. The amount of the advance payment will be 10% of the total lump sum under Schedule 4 of the workers Award [insert dollar figure].

3. The Commonwealth can retain some or all of the advance payment for eligible benefits paid by the Commonwealth in respect of services and care rendered or provided in the course of treatment for, or as a result of, your compensable injury or injuries. If the amount specified in the notice under Section 33C of the Act is less than the amount of advance payment, the difference is payable by the Commonwealth to you.

4. You will be required to make an additional payment to the Commonwealth in respect of the eligible benefits if the amount specified by the written notice given to you under Section 33C of the Act is greater than the amount of the advance payment.

I acknowledge receipt of the above advice.

……. ……..

[Insert name of eligible worker] …./…./20…

ANNEXURE "A"

PROFESSIONAL ADVICE

SUBJECT: Lump-sum payment agreement under Schedule 5 of the Medical Scientists (South Australian Public Sector) Award

I, [Insert name of eligible worker], have received competent professional advice about the consequences of a lump-sum payment in the amount of _____ from _____

I have received advice on matters including the following.

A. That on receipt of this lump-sum payment I have no entitlement to income compensation in respect of dates on or after receipt of that payment or payment of medical and /or related expenses incurred on or after receipt of that payment in relation to my injury/injuries described in paragraph 1 of the lump sum payment agreement.

B. That on receipt of a lump-sum payment in respect of medical and/or related expenses I may not be able to claim medical benefits from Medicare nor my health fund for treatment regarding my injury/injuries described in paragraph 1 of the lump sum payment agreement.

C. Taxation implications of the lump-sum payment, if any. In particular, I have been advised that I may seek a private ruling in accordance with the Income Tax Assessment Act 1997.

D. Centrelink implications in relation to the lump-sum payment.

[Insert name of eligible worker]	Adviser's Name:
[Insert address of eligible worker]	Adviser's Company name and address:
…….	…….
Eligible worker's signature	Adviser's Signature
…….	……..
Date and time signed by eligible worker:	Date and time signed by adviser:

ANNEXURE "B"

FINANCIAL ADVICE

SUBJECT: Lump-sum payment agreement under Schedule 5 of the Medical Scientists (South Australian Public Sector) Award

I, [Insert name of eligible worker] have received competent financial advice from …… about the investment or use of the lump-sum payment of [insert dollar figure]**.** I am satisfied the advice is appropriate to my circumstances.

[Insert name of eligible worker]	Adviser's Name:
[Insert address of eligible worker]	Adviser's Company name and address:
…….	……..
Eligible worker's signature	Adviser's Signature
…….	……..
Date and time signed by eligible worker:	Date and time signed by adviser:

ANNEXURE "C"

MEDICAL CERTIFICATE

SUBJECT: Lump-sum payment agreement under Schedule 5 of the

I, …….. hereby certify that

the extent of [Insert name of eligible worker]'s, incapacity resulting from the following injury/injuries can be determined with a reasonable degree of confidence.

Injury Date	**Injury Description**	**Employer**
[Content to precisely mirror paragraph 1 of the lump sum agreement]	[Content to precisely mirror paragraph 1 of the lump sum agreement]	State of South Australia / South Australia

I also certify that [Insert name of eligible worker] has received advice from me about the future medical services (and, if relevant, therapeutic appliances and other forms of assistance related to their future health) that [Insert name of eligible worker] will or is likely to require on account of the work injury or injuries set out above and any related surgery, treatment or condition.

Signature: …….

Qualifications: …….

Address/contact details: …….

…….

…….

…….

Date: ……

APPLICATIONS FILED

Case No.	*Description*
06722/2000	AWARD VARIATION Award NOT varied. Appln to vary Cl. 1.3 Scope, Persons Bound and Locality re APESMA to be bound by the Award. Questions of Law referred to IR Court [2002] SAIRC 49. See also [2003] SASC 407.
07423/2000	AWARD VARIATION re classification and reclassification process. Appln adjourned sine die.
07827/2000	AWARD VARIATION Award varied. Cl. 5.3 Allowances. Opdate 21/12/2000.
07833/2000	AWARD CONDITIONS re 15% pay increase to apply to grant funded research personnel. Application adjourned.
05076/2001	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Sch. 4 Salaries re SWC 2001. Opdate ppc 22/07/2001.
00915/2002	AWARD VARIATION Award varied. Cl. 5.3 Allowances re reimbursement of expenses SWC 2001. Opdate 20/02/2002.
04214/2002	AWARD VARIATION Award varied. Clause 5.3 - Allowances, Schedule 4 - Salaries re SWC 2002. Opdate ppc 22/07/2002.
08765/2002	AWARD VARIATION Award varied. Cl. 5.3 Allowances. Opdate 23/12/2002.
04346/2003	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Sch. 4 Salaries re SWC 2003. Opdate ppc 22/07/2003.
08625/2003	AWARD VARIATION Award varied. Cl. 5.3.1 Meal Break/Meal Allowances. Opdate 23/12/2003.
04639/2004	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Sch. 4 Salaries re SWC 2004. Opdate ppc 22/07/2004.
08504/2004	AWARD VARIATION Award varied. Cl. 5.3 Allowances re adjustment of expense-related allowances SWC 2004. Opdate ppc 23/12/2004.
04701/2005	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Sch. 4 Salaries re SWC 2005. Opdate ppc 22/07/2005.
00502/2006	AWARD VARIATION Award varied. Cl. 6.3 Shift Work, New Cl. 6.4 Public Holiday Falls on Rostered Day Off. Opdate 06/03/2006.
00807/2006	AWARD VARIATION Award varied. New Cl. 5.5 Use of Employee's Motor Vehicle, New Cl. 5.6 Home to Office Reimbursement opdate ppc 22/07/2005. Cl. 5.3 Allowances, New Cl. 5.4 Travelling Expenses Reimbursement & Allowances. Opdate 23/12/2005.
01063/2006	AWARD VARIATION Award NOT varied. Application withdrawn re shift penalties & overtime payments to Medical Scientists MS3.

Case No.	*Description*
01752/2006	AWARD VARIATION Award varied. Cl. 1.5 Definitions, Cl. 7.1 Annual Leave, Cl. 7.2 Personal Leave to Care for a Family Member), Cl. 7.3 Parental Leave, New Cl. 7.5 Bereavement Leave, New Cl. 7.6 Continuous Service, New Cl. 8.1.1 Personal Leave - Injury and Sickness). Opdate 24/03/2006.
04732/2006	AWARD VARIATION Award varied. Cl. 5.3.3 On-Call Allowance; Cl. 5.5 Use of Employee's Motor Vehicle; Sch. 4 Salaries re General Application to Review Wages 2006. Opdate ppc 22/07/2006.
00524/2007	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursement and Allowances. Opdate ppc 24/12/2006.
04867/2007	AWARD VARIATION Award varied. Cl. 5.3 Allowances; Cl. 5.5 Use of Employee's Motor Vehicle; Sch. 4 Salaries re SWC 2007. Opdates ppc 22/07/2007 & 01/10/2007.
00653/2008	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursement & Allowances re expense related allowances. Opdate ppc 23/12/2007.
05911/2008	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2008. Opdate ppc 01/10/2008.
06010/2008	AWARD VARIATION Award varied. Cl. 5.4 Travelling Expenses Reimbursement & Allowances. Opdate ppc 23/12/2007.
00670/2009	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursements & Allowances. Opdate 23/12/2008.
05747/2009	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2009. Opdate ppc 01/10/2009.
07404/2009	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursements & Allowances. Opdate 23/12/2009.
04656/2010	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2010. Opdate ppc 01/10/2010.
00286/2011	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursement & Allowances. Opdate ppc 23/12/2010.
04368/2011	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2011. Opdate ppc 01/10/2011.
00092/2012	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursement & Allowances. Opdate ppc 23/12/2011.
2763/2012	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2012. Opdate ppc 01/07/2012.

Case No.	*Description*
359/2013	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursement & Allowances. Opdate ppc 23/12/2012.
3007/2013	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2013. Opdate ppc 01/07/2013.
718/2014	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursements & Allowances. Opdate ppc 23/12/2013.
4445/2014	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2014. Opdate ppc 01/07/2014.
822/2015	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursements & Allowances. Opdate ppc 22/12/2014.
06426/2015	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2015. Opdate ppc 01/07/2015.
9343/2015	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursements & Allowances. Opdate ppc 22/12/2015.
3201/2016	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2016. Opdate ppc 01/07/2016.
7049/2016	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursements & Allowances. Opdate 22/12/2016.
3330/2017	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2017. Opdate ppc 01/07/2017.
651/2018	AWARD VARIATION Award varied. New Cl. 5.7 & Sch. 5 Additional Compensation for Certain Work-Related Injuries or Illnesses. Opdate 30/09/1987.
1081/2018	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursements & Allowances. Opdate ppc 22/12/2017.
4343/2018	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2018. Opdate ppc 01/07/2018.
1968/2019	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.4 Travelling Expenses Reimbursements & Allowances. Opdate ppc 22/12/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2019. Opdate ppc 01/07/2019.

Case No.	*Description*
ET-19-00603	S99 REVIEW OF AWARDS Award varied. Cl. 1.3 Scope and Persons Bound, Cl. 2.1 Enterprise Flexibility Provision, Cl. 3.1 Settlement of Disputes, Cl. 4.1 Anti-Discrimination, Cl. 5.4 Travelling Expenses Reimbursement and Allowances, Cl. 8.1 Other Conditions, Sch. 1 Classification Descriptions, Sch. 4 Salaries, Sch. 5 Additional Compensation for Certain Work Related Injuries or Illnesses. Opdate 01/10/2019.
ET-20-00636	AWARD VARIATION Award varied. Cl. 5.3.1 Meal Break/Meal Allowances, Cl. 5.4.1 Allowances for Meals and Incidentals, Cl 5.4.3 Incidental Expense Allowance for Employees Attending Residential Programmes. Opdate ppc 19/12/2019.
ET-21-00552	AWARD VARIATION Award varied. Sch. 4 Salaries re SWC 2020 (wages). Opdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Cl. 5.3 Allowances (5.3.2 First Aid Allowance, 5.3.3 On Call Allowance), Cl. 5.5 Use of Employee's Motor Vehicle re SWC 2020 (allowances). Opdate ppc 01/07/2020.
ET-22-00821	AWARD VARIATION Award varied. Cl. 5.3 Allowances, Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2021. Opdate ppc 01/07/2021.
ET-23-00803	AWARD VARIATION Award varied. Cl. 5.3 Allowances (5.3.2 First Aid Allowance, 5.3.3 On Call Allowance), Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2022 (allowances). Opdate ppc 01/07/2022.
ET-22-05155	AWARD VARIATION Award varied. Cl. 5.3.1 Meal Break/Meal Allowances, Cl. 5.4.1 Allowances for Meals and Incidentals, 5.4.2 For Accommodation, Cl 5.4.3 Incidental Expense Allowance for Employees Attending Residential Programmes. Opdate ppc 09/04/2022.
ET-23-005990	AWARD VARIATION Award varied. Cl. 5.3 Allowances (5.3.2 First Aid Allowance, 5.3.3 On Call Allowance), Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2023 (allowances). Opdate ppc 01/07/2023.
ET-24-05140	AWARD VARIATION Award varied. Cl. 5.3 Allowances (5.3.2 First Aid Allowance, 5.3.3 On Call Allowance), Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2024 (allowances). Opdate ppc 01/07/2024.
ET-25-02729	AWARD VARIATION Award varied. Cl. 5.3 Allowances (5.3.2 First Aid Allowance, 5.3.3 On Call Allowance), Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2025 (allowances). Opdate ppc 01/07/2025.
ET-25-02349	s99 REVIEW OF AWARDS Award varied. Cl. 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions, Cl. 3.1 Settlement of Disputes, Cl. 4.1 Anti-Discrimination, Cl. 6.2 Overtime, Cl. 7.1 Annual Leave, Cl. 7.2 Personal Leave to Care for a Family Member, Cl. 7.3 Parental Leave, Cl. 7.4 Trade Union Training Leave, Cl. 7.6 Continuous Service, Cl. 8.1 Other Conditions, Sch. 1 Classification Descriptions, Sch. 5 Additional Compensation for Certain Work Related Injuries or Illnesses. Opdate ppc 06/11/2025.
ET-26-04300	AWARD VARIATION Award varied. Cl. 5.3 Allowances (5.3.2 First Aid Allowance, 5.3.3 On Call Allowance), Cl. 5.5 Use of Employee's Motor Vehicle, Sch. 4 Salaries re SWC 2026 (allowances). Opdate ppc 01/07/2026.