

# DEPARTMENT OF HEALTH CLINICAL ACADEMICS ENTERPRISE AGREEMENT 2009

File No. 783 of 2009

**This Agreement shall come into force on and from 17 March 2009 and have a life extending for a period of until 18 August 2011.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 17 MARCH 2009.



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

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COMMISSION MEMBER

# **Department of Health Clinical Academics Enterprise Agreement 2009**



**Government  
of South Australia**

**Department of the Premier and Cabinet  
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## ENTERPRISE AGREEMENT

- 1.1 This Agreement is made pursuant to the *Fair Work Act 1994* (Chapter 3, Part 2) and will have effect only if approved in the Industrial Relation Commission of South Australia.
- 1.2 This Agreement shall be titled the "Department of Health Clinical Academics Enterprise Agreement 2009".
- 1.3 The term of this Agreement shall be for a period commencing on the date of approval of this Agreement by the Industrial Relations Commission of South Australia and nominally expiring on 18 August 2011.
- 1.4 Negotiations for a new Enterprise Agreement may commence not earlier than 6 months prior to the expiry of this Agreement.

## PARTIES BOUND

- 1.5 Subject to clause 1.6, this Agreement is binding upon:
  - 1.5.1 The Chief Executive, Department of Health in relation to employees bound by this Agreement employed at the following hospitals incorporated under the *Health Care Act 2008*:
    - (a) Central Northern Adelaide Health Service (with respect to its Royal Adelaide Hospital, The Queen Elizabeth Hospital, Lyell McEwin Hospital, Modbury Public Hospital and SA Pathology sites);
    - (b) Southern Adelaide Health Service (with respect to its Flinders Medical Centre, Noarlunga Health Service and Repatriation General Hospital sites);
    - (c) Children, Youth and Women's Health Service (with respect to its Women's and Children's Hospital site);
  - 1.5.2 The Chief Executive, Department of the Premier and Cabinet (as the declared public employer under the *Fair Work Act 1994*), in relation to employees bound by this Agreement;
  - 1.5.3 Clinical Academics whether members of an association or not; and
  - 1.5.4 The Association.
- 1.6 This Agreement shall **NOT** be binding on:
  - 1.6.1 Those persons employed pursuant to the Department of Health Salaried Medical Officers Enterprise Agreement;
  - 1.6.2 Those persons employed pursuant to the Department of Health Visiting Medical Specialists Agreement;
  - 1.6.3 Those persons employed pursuant to the Department of Health Visiting Vascular Surgeons Enterprise Agreement;
  - 1.6.4 Those persons employed pursuant to the Senior Visiting Neurosurgeons Agreement.
- 1.7 For the purpose of this Agreement the Enterprise is defined as the Department of Health, all hospitals incorporated under the *Health Care Act 2008* and the Clinical Academics bound by this Agreement.

## BACKGROUND

- 1.8 This Agreement acknowledges the particular contribution that Clinical Academics make to the health system in terms of their teaching, research and their clinical service. Such contributions are a vital part of the health system in that they provide

for the training of high quality medical officers and they are important factors in the delivery of efficient and effective health care to the community.

## DEFINITIONS

1.9 In this Agreement, unless the contrary intention appears:

“Act”	Means the <i>Fair Work Act 1994</i> ;
“approval”	Means approval by the Industrial Relations Commission of South Australia;
“Association”	Means the South Australian Salaried Medical Officers’ Association;
“Clinical Academic”	<p>Means a specialist registered by the Medical Board of South Australia and who is employed by the University of Adelaide or Flinders University of South Australia as a Professor, Associate Professor, Senior Lecturer or Lecturer in the faculty of Health Sciences and also employed by the employing authority as a Clinical Academic performing duties which may include, but not limited to:</p> <ul style="list-style-type: none"><li>• The provision of professional clinical services in the branches of medicine or areas of specialty which make up the employing authority’s clinical profile</li><li>• Administrative functions associated with or inherent in the provision of clinical services</li><li>• Supervision and management of the employing authority’s staff associated with the provision of clinical services, the employing authority’s research programs, teaching and training</li><li>• Attendance at and participation in relevant standing or ad hoc committees associated with or inherent in the provision of clinical services</li><li>• Design, implementation and maintenance of quality assurance and improvement procedures associated with or inherent in the provision of clinical services</li><li>• Teaching and inservice training of the employing authority’s staff associated with or inherent in the provision of clinical services</li><li>• Attendance at meetings related to teaching and training of staff</li><li>• Support of relevant clinical research programs conducted by the employing authority</li><li>• Participation, where relevant and required in the employing authority’s on call and recall rosters related to the provision of relevant clinical services</li><li>• Participation in the provision of outreach services and health education programs as required</li><li>• Representing the employing authority in clinical and scientific meetings locally, nationally or internationally</li><li>• Participation in programs designed to maintain or enhance personal professional competency.</li></ul>

"Commission"	Means the Industrial Relations Commission of South Australia;
"DH"	Means the Department of Health;
"employing authority"	Means the applicable employer bound by this Agreement, or delegate thereof;
"health unit"	Means an incorporated hospital as outlined in clause 1.5.1;
"health unit site"	Where an incorporated hospital has more than one site/campus this means a discrete site as outlined in clause 1.5.1 or campus within a site;
"industrial instrument"	Means an industrial instrument as defined in the <i>Fair Work Act 1994</i> , or its successor and/or any other Agreement pursuant to the <i>Workplace Relations Act 1996</i> , or its successor;
"Salaried Medical Officer"	Means an employee employed pursuant to the DH Salaried Medical Officers Enterprise Agreement 2008;
"this Agreement"	Means the Department of Health Clinical Academics Enterprise Agreement 2009;
"University"	Means the University of Adelaide or the Flinders University of South Australia.

## OBJECTS AND COMMITMENTS

1.10 The objects of this Agreement are:

- 1.10.1 To enable SA Health and employees party to this Agreement to be dynamic productive and responsive to the service needs of government, the public and consumers of health care services;
- 1.10.2 To support South Australia's Strategic Plan, the South Australian Health Care Plan and the service delivery objectives of government, DH and health units;
- 1.10.3 To support workforce flexibility, mobility, development and performance.

1.11 In making and applying this Agreement, the parties are committed to:

- 1.11.1 The continued evolution of SA Health as a dynamic, productive and health consumer responsive entity;
- 1.11.2 Recognising that initiatives will continue to be introduced to improve the efficiency and effectiveness of health care service and to enable the provision of quality services to government, the public and consumers of health care services;
- 1.11.3 Consultation in the development and implementation of SA Health, DH and health unit based reform and change programs;
- 1.11.4 Implementing the following Principles:
  - Improving the quality and safety of services;
  - Greater opportunities for inclusion and community participation;
  - Strengthening and reorienting services towards prevention and primary health care;
  - Developing service integration and coordination;
  - Whole of government approaches to advance and improve health status;
  - Sustainability in delivery through ensuring efficiency and evaluation;
- 1.11.5 Implementing the following Values:
  - An understanding of health and well-being, which includes a social health perspective;

- Equity of access to health services;
- Equality of health outcomes;
- A commitment to consultation in developing an understanding of issues and strategies for their resolution;
- Participation by communities and individuals in the consultative process;
- Transparency and accountability – in the processes of government;
- Honesty – as to what the system can reasonably provide;
- Dignity and autonomy of health service users – respectful communication and service provision;
- Leadership – quality leadership that recognises and enhances the skills of staff.

## **ONGOING IMPROVEMENT**

- 1.12 The parties acknowledge that the provision of health services in South Australia are subject to ongoing development and restructuring in order that the best possible health outcomes are achieved for the people of South Australia and to this end acknowledge the South Australian Health Care Plan 2007-2016 and South Australia's Strategic Plan.
- 1.13 The parties are committed to engaging effectively in clinical change and workforce reform initiatives designed to achieve ongoing health service improvements consistent with the objectives of the South Australian Health Care Plan and South Australia's Strategic Plan. This includes the identification and implementation of measures and initiatives to improve standards of care, quality of care, productivity, efficiency, and effective workforce management at the local level (e.g. health units) and departmental level.
- 1.14 The parties are committed to achieving the following particular strategic directions:
- Strengthening primary health care;
  - Enhancing hospital care;
  - Reforming mental health care;
  - Improving the health of Aboriginal people;
  - Workforce reform initiatives; and
  - The development of integrated statewide services.

## **CONSULTATION**

- 1.15 The parties commit to the following consultative principles.
- 1.15.1 Consultation involves the sharing of information and the exchange of views between the employing authority and Clinical Academics and their representatives and the genuine opportunity for them to contribute effectively to any decision-making process.
- 1.15.2 The employing authority will consult in good faith, not simply advise what will be done.
- 1.15.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 1.15.4 Workplace change which will affect a significant number of Clinical Academics should not be implemented before appropriate consultation has occurred with Clinical Academic representatives.
- 1.15.5 Clinical Academic representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect Clinical Academics' working conditions or the services Clinical Academics provide.

## **CONTRACT OF EMPLOYMENT**

### **1.16 Contract of Employment with the Employing Authority**

1.16.1 As long as this Agreement remains in force -

- (a) whenever the employing authority offers employment to a Clinical Academic who has a continuing appointment with the University, the offer by the employing authority will be for permanent employment, and;
- (b) whenever the employing authority offers employment to a Clinical Academic who has a fixed term appointment with the University, the offer by the employing authority will be for a fixed term contract for a period equal to the balance of the period which remains on any fixed term appointment the Clinical Academic has with the University which relates to their clinical academic work.

### **1.17 Cessation or Termination of Tenure/Contract of Service with the University**

1.17.1 It is a condition of the Clinical Academic's employment with the employing authority that the Clinical Academic remains an employee of the University. Subject to clause 1.18.1 below, a Clinical Academic's employment will cease upon the termination or cessation of the Clinical Academic's period of tenure or contract of service with the University.

### **1.18 Cessation or Termination of Employment with the Employing Authority**

1.18.1 Notwithstanding any other provision in this clause, a Clinical Academic can be terminated in accordance with the SA Health (Health Care Act) Human Resources Manual.

1.18.2 A Clinical Academic may terminate the contract of employment with the employing authority by giving to the employing authority not less than three month's notice in writing provided that the employing authority and the Clinical Academic may agree to a shorter period of notice. In lieu of giving the required notice, the Clinical Academic may forfeit salary commensurate with the residual period of notice otherwise required.

## **NO INCORPORATION OF TERMS**

1.19 No right, entitlement or condition of employment provided by the South Australian Medical Officers Award, the DH Salaried Medical Officers Enterprise Agreement 2008 or the DH Salaried Medical Officer Private Practice Agreement 2008 shall, by this Agreement, be conferred upon a Clinical Academic.

1.20 No right, entitlement or condition of employment established pursuant to:

- 1.20.1 The Flinders University Collective Workplace Agreement 2006-2008, or its successor Agreements; or
- 1.20.2 The University of Adelaide Collective Agreement 2006-2008, or its successor Agreements; or
- 1.20.3 Any award, including a successor award, incorporated in the Flinders University Collective Workplace Agreement 2006-2008 or The University of Adelaide Collective Agreement 2006-2008; or
- 1.20.4 Any other industrial instrument regulating the terms and conditions of employment of University employees shall be implied, inferred or incorporated into the contract of employment of a Clinical Academic.

## **COMPLIANCE WITH PUBLIC SECTOR AND EMPLOYER POLICY/PROCEDURE ETC**

1.21 A Clinical Academic shall pursuant to this Agreement comply with the provisions of the Code of Conduct for Public Sector Employees and such other policy, procedure and regulation relevant to the Clinical Academic's employment with the employing

authority as may be introduced or amended from time to time. A Clinical Academic will be provided with a copy of the Code of Conduct on appointment.

## **ACADEMIC FREEDOM**

- 1.22 Nothing in this Agreement shall limit a Clinical Academic in exercising reasonable academic freedom in the pursuit of teaching and research consistent with their status as a member of the academic staff of the University. Academic freedom means that academics, in carrying out research, have a responsibility to conduct their work in accordance with the principles of intellectual rigour, scientific enquiry and research ethics without any interference or suppression to the benefit of all parties.

## **SALARY RATES**

- 1.23 The salary for the duties performed pursuant to a Clinical Academic's contract of employment with the employing authority shall be calculated in accordance with the following formula:

The sum of **A – B**

- 1.24 **A** is the salary contained in Schedule 1.1 of the DH Salaried Medical Officers Enterprise Agreement 2008 and matched to the Consultant/Senior Consultant classification.

1.24.1 The appropriate increment of the matched Consultant/Senior Consultant salary will depend upon relevant experience of a Clinical Academic since obtaining a specialist qualification.

- 1.25 **B** is the:

1.25.1 salary and clinical loading (however expressed) payable to a Clinical Academic by the University pursuant to the Flinders University Collective Workplace Agreement 2006-2008, or its successor Agreements or The University of Adelaide Collective Agreement 2006-2008, or its successor Agreements; or

1.25.2 total remuneration (however comprised i.e. cash, non-cash, salary sacrifice and/or other benefits) inclusive of clinical loading (however expressed) payable to a Clinical Academic by the University pursuant to any other industrial instrument regulating the terms and conditions of employment of the Clinical Academic.

- 1.26 Clinical Loading

1.26.1 For the purpose of clause 1.25, clinical loading shall be the amount paid by the University to a Clinical Academic responsible for patient care and employed in a department in a medical school in which a full clinical loading is paid under the respective University Collective Agreement or industrial instrument as in 1.25 above, provided that such amount shall not be less than the clinical loading prescribed in the Australian Universities Academic and Related Staff (Salaries) Award 1987, as amended from time to time, for a medically qualified full time Professor, Associate Professor, Senior Lecturer and Lecturer.

- 1.27 Adjustment of salary

1.27.1 Salaries shall be adjusted from time to time in accordance with the formula for the calculation of annual salary specified in clause 1.23 to reflect adjustments to the base salaries/total remuneration and clinical loading as specified in clauses 1.24 and 1.25 provided that

- (a) Part-time employment with the University

When a Clinical Academic is employed by the University on a part-time basis, the salary shall be calculated on a pro-rata basis in proportion to full time salary.

11.6 Salaries will be paid fortnightly by electronic funds transfer.

**ATTRACTION AND RETENTION ALLOWANCES**

- 1.28 In this clause 0, a reference to a percentage will be taken as a reference to the percentage of the appropriate salary specified in clause 1.24 excluding all allowances.
- 1.29 Subject to this clause 0, a Clinical Academic in Column 1 will be entitled to an attraction and retention allowance specified in:
  - 1.29.1 Column 2 from the first full pay period commencing on or after 14 April 2008;
  - 1.29.2 Column 3 from the first full pay period commencing on or after 1 July 2008; and
  - 1.29.3 Column 4 from the first full pay period commencing on or after 18 August 2008.

Column 1	Column 2 First full pay period commencing on or after 14 April 2008	Column 3 First full pay period commencing on or after 1 July 2008	Column 4 First full pay period commencing on or after 18 August 2008
Emergency Medicine Clinical Academic* & Paediatric Emergency Clinical Academic**	37.5%***	67%***	No change
Anaesthetist	16.7%	50%	No change
Intensive Care Unit Clinical Academic	50%	No change	No change
Rehabilitation Clinical Academic <sup>#</sup>	37.5%	No change	No change
Other Clinical Academic	Nil	No change	30%

\* Fellow of the Australasian College for Emergency Medicine.  
 \*\* Fellow of the Royal Australasian College of Physicians, have recognised training in paediatric emergency medicine and is practising in paediatric emergency medicine in the emergency department of the applicable health unit site.  
 \*\*\* The parties acknowledge that this has regard to particular circumstances of not having access to private practice arrangements.  
 # A Rehabilitation Clinical Academic may make an election under clause 1.34 to come within the category of "Other Clinical Academics".

1.30 If immediately prior to the commencement of this Agreement a Clinical Academic within the category of "Other Clinical Academic" in Column 1 was in receipt of an over agreement payment, loading or allowance, then for the period commencing on and from the first full pay period to commence on or after 14 April 2008 until the commencement of the first full pay period commencing on or after approval of this Agreement, the extent of such payment, loading or allowance will be adjusted in accordance with the following formula, provided that in no instance will the result of the adjustment be less than one.

1 + Allowance applicable prior to commencement of this Agreement (expressed as a percentage converted to a decimal)

1.2

- 1.31 The attraction and retention allowance:
  - 1.31.1 Is payable fortnightly with the per annum amount derived from the applicable percentage described in the table in clause 1.29 multiplied by the appropriate salary specified in clause 1.24 excluding all allowances.
  - 1.31.2 Will not be used in the calculation of remote call and recall payments.
  - 1.31.3 Is payable during periods of paid leave, although not for payment in lieu of leave on termination.
  - 1.31.4 Is not considered "Base Salary" in a private practice Memorandum of Agreement (MOA).

1.31.5 Does not derogate from earnings received by a Clinical Academic in accordance with a private practice MOA.

1.32 Payment of the attraction and retention allowance is conditional on:

1.32.1 It absorbing, and operating in substitution for, any other allowance (except remote call and managerial allowances), and any over agreement payment, loading or allowance (except a private practice payment within a private practice MOA). To the extent necessary, the terms of any individual contract of employment will cease and have no effect irrespective of when such contract was or is made (i.e. whether prior or during the life of this Agreement).

1.32.2 Subject to the discharge of professional and clinical obligations, where a Clinical Academic has entered or enters into a private practice MOA, the Clinical Academic at all times making all reasonable and best efforts to exercise those private practice arrangements to the full extent permissible by law together with the consequent invoicing of private patients and not desisting from so doing, or diminishing such effort, when the Clinical Academic achieves the cap applicable to the Clinical Academic under a private practice MOA.

1.32.3 The Clinical Academic:

- (a) Actively contributing to and participating in teaching junior medical staff, trainees and medical students;
- (b) Being at the applicable health unit/s of the employing authority for the nominal days for which the Clinical Academic is rostered and employed;
- (c) Participating in clinical outcome measurement and reporting;
- (d) Participating in risk management/governance activities; and
- (e) Participating in performance development and appraisals.

1.33 The parties agree that for the life of this Agreement the attraction and retention allowance addresses all current and future attraction and retention issue/s of any kind whatsoever, and that during the life of this Agreement no further allowance/loading/payment of any sort whatsoever will be sought by the Association or a Clinical Academic (whether individually or collectively), or any agent acting or purporting to act on behalf of a Clinical Academic/s, including Clinical Academic/s within a particular College, specialty or group.

1.34 A Rehabilitation Clinical Academic in Column 1 of sub-clause 1.29 may provide the employing authority with a written notification to the effect that the Rehabilitation Clinical Academic elects to instead come within the category of "Other Clinical Academics" for the purposes of this clause 0, provided that any such election cannot be withdrawn and will operate from the first full pay period commencing on or after receipt of the notification unless the Rehabilitation Clinical Academic is commencing employment, in which case it will operate from commencement of employment.

1.35 For the purposes of this clause "over agreement payment, loading or allowance" means a payment, loading or allowance payable by the employing authority other than pursuant to this Agreement or the previous DH Clinical Academics Enterprise Agreement 2005.

## **SALARY SACRIFICE ARRANGEMENTS**

1.36 This clause applies for the period a Clinical Academic enters into a Salary Sacrifice Agreement (SSA). A SSA is the formal administrative instrument between the employing authority and the Clinical Academic, which enables salary sacrifice arrangements to be put in place.

1.36.1 Subject to this clause, the salary payable to a Clinical Academic, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement, will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of the Agreement. Salary for the purpose of calculating the amount which may be sacrificed is salary as defined in clause 1.23, the

attraction and retention allowance and where applicable, Managerial Allowance, remote call and recall payments.

1.36.2 Where, on cessation of employment, the employing authority makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employing authority party to this Agreement in the event the Clinical Academic immediately becomes employed by that employing authority), the payment thereof shall be based on the salary that would have been payable had the Clinical Academic not entered into a SSA.

1.37 Where a Clinical Academic enters into a SSA with the employing authority, the Clinical Academic will indemnify the employing authority against any taxation liability whatsoever arising from, or in respect of, that SSA.

1.38 For the purposes of clause 1.37 "taxation liability" means any liability of any description that may be pursuant to a Tax Act however so described.

## **MANAGERIAL ALLOWANCES**

1.39 Managerial Allowances are detailed in Schedule 1.

1.40 Managerial Allowances, where applicable, will be payable and regarded as part of salary for all purposes including leave entitlements.

1.41 All managerial appointments will be made with a minimum period of 1 year up to a maximum period of 5 years with the option of either party to withdraw from the appointment by giving 3 months notice. Where a Clinical Academic is not reappointed to undertake such additional managerial responsibilities, the Managerial Allowance will cease to be payable.

1.42 Small Unit or Sub-Unit of a Large Unit

1.42.1A Clinical Academic who is appointed to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit will be required to maintain an active clinical role within the Clinical Academic's specialty and undertake duties that include direct line responsibility for a sub-unit/unit/department of the health unit, and involvement in a number of, but not necessarily all of the following:

- (a) Cost centre management; including budget preparation, management of allocated funds, preparation of capital works proposals.
- (b) Line personnel management responsibilities and/or supervision of subordinate staff.
- (c) Planning and policy development at the Unit level, and, where applicable, at the health unit.
- (d) Responsibility for management of a strategic implementation programme.
- (e) Responsibility for the co-ordination of research.
- (f) Ensuring that teaching commitments are met.
- (g) Contributing to the overall efficiency and effective operation of the health unit as a member of the management team.
- (h) Considerable in-patient and/or out-patient workload activity.

1.42.2A Clinical Academic who is appointed to undertake the additional responsibilities associated with the management of a small unit or sub-unit of a large unit will be paid an allowance shown in Schedule 1.

1.43 Large Unit

1.43.1A Clinical Academic appointed to undertake the additional responsibilities associated with the management of a large unit will be required to maintain an active clinical role within the Clinical Academic's specialty, and in addition to the

criteria identified for a small unit/sub-unit above, will be involved in the management of significant numbers and categories of subordinate staff and in some, but not necessarily all, of the following:

- (a) Management control over a major budget allocation and expenditure.
- (b) Management of extensive research projects.
- (c) Management of associated sub-unit(s).
- (d) Responsibility for State, National or International services or research which is required by the employing authority.

1.43.2A Clinical Academic who is appointed to undertake additional managerial responsibilities associated with the management of a large unit will be paid an allowance shown in Schedule 1.

#### 1.44 Divisional/Clinical Director

1.44.1A Divisional/Clinical Director is responsible to the Chief Executive Officer of the health unit for the total management of a Division. Clinical Academics appointed to this level will be required to maintain an active clinical role within their specialty and perform duties which will generally include but are not confined to:

- (a) accountable to the Chief Executive Officer of the health unit for the implementation of strategies ensuring the effective management of the total range of human and material resources within a specified Division in conjunction with the joint head of Division;
- (b) responsibility, with the joint head of Division, for the quality of services provided by the Division;
- (c) participating as a member of the health unit's Executive;
- (d) responsibility, with the joint head of Division, for the recruitment, appointment, retention and coordination of the development, including appraisals, of all staff in the Division within overall health unit human resource guidelines;
- (e) in consultation with the health unit's Executive members, Assistant Directors of Nursing and other Divisional/Clinical Directors, developing long-term corporate management strategies with health unit wide application.

1.44.2 Clinical Academics appointed to this level will also be required to collaborate with the joint head of Division:

- (a) in the management of the allocation of resources, including capital expenditure, within the Division through the planning and budgeting process including negotiating with the Chief Executive Officer of the health unit and the health unit's Executive, the budget and activity profile for the service;
- (b) to establish policies, goals and objectives for the Division and develop annual operating and long term strategic plans for the service within the health unit's operating plan;
- (c) in relation to the initiation and promotion of research activities and special projects specific to the Division; and
- (d) to ensure that teaching commitments for undergraduate and post-graduate courses, specific to the Division, are met.

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

1.44.4 For the purposes of this sub-clause:

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

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

- 1.44.5A Clinical Academic who is appointed to undertake additional managerial responsibilities associated with the management of a Division will be paid an allowance shown in Schedule 1.

## REMOTE CALL

- 1.45 Remote call is time spent by a Clinical Academic required by the employing authority to hold themselves available for duty with the employing authority, at home or some other mutually agreed place but without being restricted to the precincts of the employing authority.

- 1.46 A Clinical Academic who participates in a regular remote call roster as required by the employing authority, will be paid an annual allowance equal to 5%; or

A Clinical Academic who participates in a regular remote call roster as required by the employing authority for one in six nights/days or more will be paid an annual allowance of 7.5%; or

A Clinical Academic who participates in a regular remote call roster as required by the employing authority for one in five nights/days or more will be paid an annual allowance of 8.5%;

A Clinical Academic who participates in a regular remote call roster as required by the employing authority for one in four nights/days or more will be paid an annual allowance of 9.5%; or

A Clinical Academic who participates in a regular remote call roster as required by the employing authority for one in three nights/days or more will be paid an annual allowance of 10.5%; or

A Clinical Academic who participates in a regular remote call roster as required by the employing authority for one in two nights/days or more will be paid an annual allowance of 11.5%.

Such annual allowances shall be calculated as a percentage of the appropriate salary specified in clause 1.24 excluding all allowances (except the Managerial Allowance where applicable).

- 1.47 This allowance:

- 1.47.1 Is payable whilst a Clinical Academic participates in a regular remote call roster, and will be paid as a fortnightly amount derived as follows:

Appropriate salary specified in clause 1.24 x relevant percentage (referred to in clause 1.46) x 12/313

- 1.47.2 Is subject to periodic review at least twice a year by the employing authority to ensure the criteria for attracting payment of the allowance is being satisfied, and

- 1.47.3 Is not payable during any periods of leave.

- 1.48 Periods of annual leave shall not be taken into account when calculating the frequency of remote call in 1.46.

- 1.49 This clause 0 is operative from the first full pay period commencing on or after 18 August 2008.

## **RECALL**

- 1.50 This clause 0 applies to Clinical Academics, other than Clinical Academics to whom clause 0 applies.
- 1.51 A Clinical Academic recalled to duty with the employing authority on any day other than in accordance with 1.52 and 1.53 where such recall is authorised, will be paid an additional 50% of the applicable Hourly Rate referred to in clause 1.55, plus an hourly rate as prescribed in Schedule 2.1 for the first three hours, and an additional 100% of the Hourly Rate referred to in clause 1.55, plus an hourly rate prescribed in Schedule 2.2 for each hour thereafter. Pro rata for part of an hour based on 15 minute segments.
- 1.52 A Clinical Academic recalled to duty on a Sunday where such recall is authorised, will be paid an additional 100% of the Hourly Rate referred to in clause 1.55, plus an hourly rate prescribed in Schedule 2.2 for each hour. Pro rata for part of an hour based on 15 minute segments.
- 1.53 A Clinical Academic recalled to duty on a public holiday where such recall is authorised, will be paid an additional 150% of the Hourly Rate referred to in clause 1.55, plus an hourly rate prescribed in Schedule 2.3 for each hour. Pro rata for part of an hour based on 15 minute segments.
- 1.54 Where the period of time worked is less than 3 hours, payment is to be made for 3 hours. However, where such a Clinical Academic is recalled to duty within 3 hours of a previous recall the Clinical Academic is not entitled to any additional payment for the time worked within a period of 3 hours from the time of commencement of the previous recall or recalls.
- 1.55 For the purpose of recall payments under this sub-clause, the Hourly Rate means the annual salary referred to in clause 1.24 excluding all allowances, (except the Managerial Allowance where applicable) calculated as a weekly amount divided by 37.5.
- 1.56 Each recall stands alone for the calculation of recall payments in clauses 1.51, 1.52 and 1.53.
- 1.57 "Recalled to duty" does not refer to duty undertaken immediately following rostered work or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the Clinical Academic prior to the completion of the Clinical Academic's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the Clinical Academic knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
- 1.58 Commencement of a recall will be deemed to be the time from which the Clinical Academic commences travelling to the health unit site and ends when the Clinical Academic returns to their place of residence.
- 1.59 This clause 0 is operative from the first full pay period commencing on or after 18 August 2008.

## **IMMEDIATE RECALL**

- 1.60 This clause 0 applies to a Clinical Academic who is designated by the employing authority (or delegate) as a Clinical Academic on "immediate call".
  - 1.60.1 For the purposes of this clause:
    - (a) "A Clinical Academic on 'immediate call'" means a Clinical Academic who is designated by the employing authority (or delegate) as meeting the following criteria:
      - (i) Is rostered on call pursuant to clause 0; and

- (ii) Is required to be on call at least one night/day in every six; and
  - (iii) Is likely to have to attend to patient/s where there is a risk of a life threatening event or permanent disability; and
  - (iv) Is required to return to the applicable health unit site within thirty minutes.
- (b) Where the period of time worked is less than 3 hours, payment is to be made for 3 hours, provided that if the Clinical Academic is recalled to duty within 3 hours of a previous recall the Clinical Academic is not entitled to any additional payment for the time worked within a period of 3 hours from the time of the commencement of the previous recall or recalls.
  - (c) Each recall stands alone for the calculation of recall payments.
  - (d) 'Recalled to duty' does not refer to duty undertaken immediately following rostered work or immediately prior to rostered work unless in the case of work required immediately prior to rostered work, no notification of such requirement was given to the Clinical Academic prior to the completion of the Clinical Academic's rostered work on the previous day. Return to work for handover purposes, at the end of a rostered on call period where no period of rostered duty immediately follows, will be deemed not to be recalled to duty for the purposes of recall payments but an additional period of rostered work if the Clinical Academic knows of the requirement to return to work prior to completion of normal rostered duty on the previous day or shift.
  - (e) Commencement of a recall will be deemed to be the time from which the Clinical Academic commences travelling to the applicable health unit site and ends when the Clinical Academic returns to their place of residence.
- 1.61 A Clinical Academic designated by the employing authority (or delegate) as a Clinical Academic on "immediate call", may elect, in accordance with this sub-clause, to be paid either as per clause 1.62 or clause 1.63.
- 1.61.1 An election must be made and notified to the employing authority (or delegate) by not later than 31 May, and will have effect on and from 1 July, of each year during the operation of this Agreement.
  - 1.61.2 The first election to be made must be made and notified within one month after commencement of this Agreement or, for new Clinical Academics, commencement of employment as may be applicable.
  - 1.61.3 Where the employing authority (or delegate) does not receive an election, the Clinical Academic on immediate call will be deemed to have elected to be paid the "Hourly Rate" as per clause 1.62.
- 1.62 A Clinical Academic on immediate call who is recalled to duty where such recall is authorised and has elected to be paid an "Hourly Rate" will be paid as follows:
- 1.62.1 For any day other than a Sunday or public holiday, will be paid an additional 50% of the applicable Hourly Rate referred to in clause 1.55, plus an hourly rate as prescribed in Schedule 2.4 for the first three hours, and an additional 100% of the applicable Hourly Rate referred to in clause 1.55, plus an hourly rate prescribed in Schedule 2.5 for each hour thereafter, provided that for those hours that occur between midnight and 8am, it will be plus an hourly rate in Schedule 2.4a and 2.5a respectively (in place of those in Schedule 2.4 and 2.5). Pro rata for part of an hour based on 15 minute segments.
  - 1.62.2 For a Sunday, will be paid an additional 100% of the applicable Hourly Rate referred to in clause 1.55, plus an hourly rate prescribed in Schedule 2.5 for each hour, provided that after the first three hours worked between midnight and 8am, it will be plus an hourly rate in Schedule 2.5b (in place of the rate in Schedule 2.5). Pro rata for part of an hour based on 15 minute segments.

1.62.3 For a Public Holiday, will be paid an additional 150% of the applicable Hourly Rate referred to in clause 1.55, plus an hourly rate prescribed in Schedule 2.6 for each hour. Pro rata for part of an hour based on 15 minute segments.

1.63 A Clinical Academic on immediate call, who is recalled to duty where such recall is authorised and has elected to receive recall payments derived from Commonwealth Medicare Benefits Schedule (CMBS) Rates, will be paid as follows and must record on the prescribed timesheet the time spent and the date, patient name, unit record number and CMBS item number(s) for the recall:

1.63.1 For recall involving procedural work a Clinical Academic will receive:

- (a) CMBS payment plus 30% for the first item number;
- (b) 75% of the CMBS payment plus 30% (of the 75%) for the second item number;
- (c) 75% of the CMBS payment plus 30% (of the 75%) for the third item number.

1.63.2 For recall involving consultation only a Clinical Academic will receive:

- (a) An additional 50% of the applicable Hourly Rate referred to in clause 1.55, plus an hourly rate as prescribed in Schedule 2.4 for each hour. Pro rata for part of an hour based on 15 minute segments.

1.64 Payment for recall under this clause 0 is in lieu of any payment for recall that would otherwise be made under this Agreement.

1.65 This clause 0 is operative from the first full pay period commencing on or after 18 August 2008.

#### **REIMBURSEMENT OF TRAVEL COSTS ASSOCIATED WITH RECALL**

1.66 Clinical Academics who travel to work as a result of receiving a recall or immediate recall to work will:

1.66.1 Be reimbursed at the rates specified in the SA Health (Health Care Act) Human Resources Manual for the use of a private motor vehicle for the journey to and from the workplace using the shortest, most practical route provided:

- (a) No Clinical Academic will be required to use a private vehicle for work purposes;
- (b) Where the Clinical Academic has notified the employing authority (or delegate) of the distance of the return journey between the Clinical Academics usual place of residence and applicable workplace; has elected to be paid on the basis that is the distance mutually deemed as the applicable distance travelled when recalled; and has indicated on their timesheet (or in such other manner as may be required by the employing authority (or delegate)) that they used their private motor vehicle, the Clinical Academic will be reimbursed on the basis of that deemed distance. This sub-clause has no effect where the Clinical Academic has not left the premises of the applicable health unit site at the time of being recalled.

1.66.2 Be permitted to use a taxi at the employing authority's expense to travel to and from the workplace; or

1.66.3 Be permitted to use a Government vehicle to travel to and from the workplace (with any additional parking fees incurred as a result of the recall to be reimbursed).

1.66.4 Be reimbursed any parking fees necessarily incurred.

## TELEPHONE CALLS AND TELEMEDICINE

- 1.67 When a Clinical Academic on Remote Call or Immediate Call receives more than three telephone calls which do not result in a recall, the Clinical Academic will be paid for each additional call for 15 minutes at the rate of an additional 50% of the Hourly Rate referred to in clause 1.55 plus an hourly rate prescribed in Schedule 2.1.
- 1.68 When a Clinical Academic on remote call undertakes work from home through telemedicine, the Clinical Academic will be entitled to be paid at the rate of an additional 50% of the Hourly Rate referred to in clause 1.55 for each hour plus an hourly rate prescribed in Schedule 2.1 provided that the total time spent so working is at least 30 minutes. Once 30 minutes has been worked through telemedicine, either in a continuous period or in more than one period during a Remote Call or Immediate Call period, payment will be made for the total time worked at the rate of an additional 50% of the Hourly Rate referred to in clause 1.55 plus an hourly rate prescribed in Schedule 2.1. Pro rata for part of an hour based on 15 minute segments. This provision will not be subject to a minimum 3 hour payment.
- 1.69 This clause 0 is operative from the first full pay period commencing on or after 18 August 2008.

## PUBLIC HOLIDAYS

- 1.70 For the purpose of this clause the following public holidays will be allowed to Clinical Academics on full pay:
- New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Adelaide Cup Day, Queen's Birthday, Labour Day, Christmas Day, Proclamation Day or in lieu of any such holiday any holiday proclaimed in lieu thereof together with any other day duly proclaimed as a special day and observed as a public holiday within the State of South Australia.
- 1.71 Where a public holiday falls between Monday and Friday inclusive and a Clinical Academic does not work on any such day because it is a rostered day off, the employee will be entitled to have one day added to annual leave for each public holiday so occurring.
- 1.72 A Clinical Academic who is rostered to work on a public holiday, will be allowed one day off in lieu of such public holiday which may, at the Clinical Academic's option, be added to annual leave.

## ANNUAL LEAVE

- 1.73 A Clinical Academic will be entitled to annual leave, exclusive of paid public holidays falling during the period of leave, on the following basis:
- 1.73.1 If regularly rostered for duty over seven days of the week or if a Clinical Academic is not regularly rostered for duty over seven days of the week but is regularly required by the employing authority to be on duty or on call on seven days of the week (including Sundays and Public Holidays), at a rate of 2 11/12 calendar days on full pay for each completed month of service per service year (equivalent to 35 calendar days per service year).
- 1.73.2 If not so rostered or required to be on duty or on call in accordance with 1.73.1, at a rate of 2 1/3 calendar days on full pay for each completed month of service per service year (equivalent to 28 calendar days per service year).
- 1.74 Annual leave will be taken and earned in service years.
- 1.75 Where the employing authority and the Clinical Academic agree annual leave may be given or taken either in one, two or three separate periods provided that no period must be less than seven calendar days.

- 1.76 Where the employment of a Clinical Academic is terminated the Clinical Academic is to be paid the appropriate pro rata entitlement for annual leave except that where the Clinical Academic has taken annual leave before rendering service appropriate to the amount of leave granted, the health unit may recover the monetary equivalent of the excess leave taken.
- 1.77 A Clinical Academic will be paid, in addition to the salary referred to in clause 1.23 of this Agreement when proceeding on annual leave, an annual leave loading of 17.5% of the salary referred to in clause 1.23 for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.
- 1.78 Where a Clinical Academic is in receipt of a Managerial Allowance as provided for in clause 0 of this Agreement such allowance will continue to be paid during periods of annual leave.

#### **SICK LEAVE**

- 1.79 Clinical Academics who are absent from work on account of personal illness or injury (other than an injury for which workers' compensation is payable) will be eligible for the grant of sick leave without deduction from pay for a maximum period of twelve working days per year. A Clinical Academic who works for the employing authority for five days a week on average will be entitled to twelve working days per year. A Clinical Academic who works for the employing authority for fewer than five days a week will be entitled to a pro rata entitlement accordingly.

#### **FAMILY CARERS LEAVE**

- 1.80 For the purposes of this clause, the following are to be regarded as members of a person's family: a spouse (including a de facto spouse or former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grand child; any other person who is dependent on the persons care.
  - 1.80.1A Clinical Academic with responsibilities in relation to a member of the Clinical Academic's family who need the Clinical Academic's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the Clinical Academic's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days of their accrued sick leave entitlement in any completed year of continuous service (or pro rata entitlement) to provide care and support for such persons when they are ill;
  - 1.80.2This access is available if the following conditions are satisfied: the Clinical Academic must have responsibility for the care of the family member concerned; and the Clinical Academic produces satisfactory evidence of sickness of the family member, if requested;
  - 1.80.3The 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 this leave.

#### **PAID MATERNITY/ADOPTION LEAVE**

- 1.81 A Clinical Academic who has completed 12 months continuous service immediately prior to the expected date of the birth of the child and is granted maternity leave is entitled to 14 weeks paid maternity leave.
- 1.82 A Clinical Academic who has completed 12 months continuous service before taking custody of an adopted child is entitled to 14 weeks paid adoption leave.
- 1.83 The following conditions apply to a Clinical Academic applying for leave under this clause.

- 1.83.1 The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the Clinical Academic's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
- 1.83.2 A Clinical Academic will be entitled to 14 weeks leave, paid in accordance with clause 1.23 from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, or any other leave falling within the period of paid leave.
- 1.83.3 Paid maternity/adoption leave is to be taken in conjunction with any paid maternity/adoption leave entitlements arising out of the Clinical Academic's employment with the University.
- 1.84 At the time of applying for paid maternity leave or paid adoption leave, the Clinical Academic may elect in writing:
- 1.84.1 To take the paid leave in 2 periods of 7 weeks during the first 12 months of the commencement of their paid leave; or
- 1.84.2 To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the Clinical Academic will be entitled, during the 28 weeks, to be paid at half the salary referred to in clause 1.23 from the date maternity/adoption leave commences; or
- 1.84.3 A combination of 1.84.1 and 1.84.2.
- 1.85 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to the production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

#### **RETURN TO WORK FOLLOWING MATERNITY/ADOPTION LEAVE**

- 1.86 A Clinical Academic is entitled to return to work after maternity or adoption leave at a reduced workload, at the Clinical Academic's substantive level, until the child's second birthday commensurate with any part-time return to work concurrently taken by the Clinical Academic in their University employment.
- 1.86.1 The following conditions apply to a Clinical Academic applying to reduce their workload with the employing authority:
- (a) The Clinical Academic will provide such request at least 6 weeks prior to the date on which the Clinical Academic's maternity or adoption leave is due to expire, and will provide the Chief Executive Officer of the health unit (as applicable) such information as may reasonably be required, including the suggested reduced workload sought and the date of the relevant child's second birthday.
  - (b) At least 6 weeks prior to the relevant child's birthday, the Clinical Academic will advise the Chief Executive Officer of the health unit (as applicable), whether the Clinical Academic will revert to their agreed workload (as applied prior to the maternity/adoption leave) or seek to continue at a reduced workload commensurate with their part-time University employment.
  - (c) A Clinical Academic's return to work at a reduced workload commensurate with their part-time University employment will be on a non-discriminatory basis so as to operate in the same manner as any other Clinical Academic returning from a period of leave.
- 1.87 This clause 0 is operative from 1 August 2008.

## PROFESSIONAL DEVELOPMENT

1.88 The provisions of this clause are dependent upon the following:

1.88.1 the combined entitlements of the Clinical Academic's employment with the employing authority and their employment with a University cannot exceed the maximum entitlements of this clause as it applies to Consultants under the DH Salaried Medical Officers Enterprise Agreement 2008 so as not to create disparity between Consultants and Clinical Academics.

1.89 A Clinical Academic will be entitled to access up to 10 days per annum for professional development purposes and to receive payment at the rate of pay the Clinical Academic would have received for each day that would have been worked but for the period of leave. This leave can be accumulated to 20 days in any one period of two years.

1.90 Operative from the first full pay period on or after the date appearing in Column 1, a Clinical Academic will be entitled to access up to the amount in Column 2 per annum (inclusive of any applicable FBT) for professional development expenses. This entitlement can be accumulated up to an amount in Column 3 in any one period of two years.

Column 1	Column 2	Column 3
14 April 2008	\$10,000	\$20,000
14 April 2009	\$13,000	\$26,000
14 April 2010	\$16,000	\$32,000

1.91 In this clause "professional development" means professional development as approved by the Clinical Academic's direct line manager who will have regard to the Clinical Academic's performance development plan as applicable at the time of approval, provided that the absence of a performance development plan will not preclude an approval.

1.92 Where a Clinical Academic has been reimbursed pursuant to clause 1.90 and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from any monies payable upon cessation of employment the amount of reimbursement made which exceeds the pro rata based entitlement for that year.

## LEAVE WITHOUT PAY

1.93 The employing authority may grant leave without pay to Clinical Academics after all paid leave has been exhausted to allow Clinical Academics to undertake sabbatical leave approved by the University.

## FLEXIBILITY ARRANGEMENTS

1.94 Clinical Academics may enter into flexibility arrangements where agreed with the employing authority. Under the terms of such arrangements, Clinical Academics may work in excess of their agreed workload and take the accumulated service as time in lieu for the purposes of attending conferences or other academic pursuits, on occasions mutually agreed between the parties.

## CONFIDENTIALITY

1.95 Clinical Academics shall act in accordance with the requirements of medical confidentiality in respect of information, which is acquired in the course of their employment by the employing authority.

1.96 Without limiting the generality of clause 1.95, Clinical Academics shall treat as strictly confidential all the information (other than information in the public domain or

information that is trivial or obvious) of any of the medical or business affairs of the employing authority or the employing authority's patients which the Clinical Academics may acquire during or incidental to his or her appointment nor shall the Clinical Academic use or attempt to use any such information which the Clinical Academic may have acquired in the course of his or her employment in any manner which may injure or cause loss or be calculated to cause loss to the employing authority, provided that the Clinical Academic is allowed to divulge information for the purposes of undertaking or reporting medical research.

- 1.97 The obligation as to confidentiality pursuant to this clause shall survive the termination of the Clinical Academic's employment with the employing authority.
- 1.98 Subject to clauses 1.95 and 1.96 the parties acknowledge and agree that Clinical Academics may utilise information, which is acquired in the course of performing the services for the purposes of performing their duties as Clinical Academics.
- 1.99 Any breach of clauses 1.95, 1.96 or 1.97 by a Clinical Academic may be grounds for disciplinary action.

#### **PERFORMANCE AGREEMENT**

- 1.100 Clinical Academics may be required to enter into an annual performance agreement for the achievement of (specific or service or program) outcomes.

#### **JOB AND PERSON SPECIFICATION**

- 1.101 All Clinical Academics will be provided with a job and person specification relevant to their position, with such job and person specifications to be reviewed, in consultation with the relevant employee, at least every two years.

#### **JOB PLANNING**

- 1.102 DH will undertake a job planning project during the life of this Agreement, which will accurately describe the work undertaken in a designated position and link that to service needs.

#### **PRE-EMPLOYMENT SCREENINGS**

- 1.103 The employing authority's duty to give care to patients/clients is acknowledged. This duty of care includes a need to ensure, during the selection process, that prospective Clinical Academics do not pose a potential threat to patients/clients and staff of the employing authority.
- 1.104 Information gathered by the employing authority must be relevant to a need to check and assess any risk factors and must remain confidential to the employing authority and to the individual prospective Clinical Academics and will not be provided to third parties.
- 1.105 The prospective Clinical Academic's consent will be obtained before seeking any such information.

#### **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- 1.106 Terms and conditions of employment not specifically dealt with in this Agreement can be found in the SA Health (Health Care Act) Human Resources Manual, or such other arrangements as may be agreed between the parties.

## **INDUSTRIAL DISPUTE RESOLUTION**

- 1.107 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 1.108 During any dispute, other than one involving a bona fide health and safety issue, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction.
- 1.109 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 1.110 Any grievance or dispute will be handled as follows:
- 1.110.1 All parties have a right to seek representation in order to resolve any dispute.
- |         |   |
|---------|---|
| Stage 1 | Discussions between the Clinical Academic/s and supervisor/manager.   |
| Stage 2 | Discussions involving the Clinical Academic/s and nominated delegates with a management representative of the work unit. For the employing authority, management representative means the Chief Executive Officer of the health unit or their delegate. |
| Stage 3 | Discussions involving nominated delegates with a representative of Workforce Development of DH.   |
- A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 1.111 There is to be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts are to be clearly identified and recorded.
- 1.112 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in stages (1) and (2) above will, if possible, take place within 24 hours after the request of the Clinical Academics or the Clinical Academic's representative.
- 1.113 Emphasis is placed on reaching a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the Commission. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.
- 1.114 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 1.115 These procedures are for dealing with industrial disputes or likely industrial disputes and not personal grievances. Personal grievances will be dealt with pursuant to SA Health (Health Care Act) Human Resources Manual.

## **DISCLOSURE OF INFORMATION**

- 1.116 An employing authority shall be free to disclose, from time to time, relevant particulars of the terms of employment of a Clinical Academic to the University. A Clinical Academic shall not unreasonably withhold approval for the University to likewise disclose to the employing authority relevant particulars of the terms of employment of the Clinical Academic by the University.

#### **NO EXTRA CLAIMS COMMITMENT**

- 1.117 This Agreement will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions, and whether on the basis of equity, attraction, retention, work value, special circumstances, market rates or otherwise).
- 1.118 The salaries and rates of pay provided for in this Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 1.119 The employees and Association undertake that for the term of this Agreement, they will not individually, severally or collectively pursue any further or other claims except where consistent with State Wage Case principles, nor engage in, encourage or support any industrial action or activity adverse to, or that result in, disruption to the delivery of health services or limitation in the usual performance of duties, including threatened resignation in pursuit of any further or other claims.

#### **NOT TO BE USED AS A PRECEDENT**

- 1.120 This Agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

**SIGNATORIES**

SIGNED FOR AND ON BEHALF OF THE DEPARTMENT OF HEALTH:

.....

.....

Witness

SIGNED FOR BY EXECUTIVE DIRECTOR, PUBLIC SECTOR WORKFORCE DIVISION AS  
DELEGATE OF THE CHIEF EXECUTIVE, DEPARTMENT OF THE PREMIER AND  
CABINET:

.....

.....

Witness

SIGNED FOR AND ON BEHALF OF THE SOUTH AUSTRALIAN SALARIED MEDICAL  
OFFICERS ASSOCIATION:

.....

.....

Witness

**SCHEDULE 1: MANAGERIAL ALLOWANCES**

	<b>Current</b>	<b>First full pay period to commence on or after 14 April 2008</b>	<b>First full pay period to commence on or after 14 April 2009</b>	<b>First full pay period to commence on or after 14 April 2010</b>
	<b>\$ per annum</b>	<b>\$ per annum</b>	<b>\$ per annum</b>	<b>\$ per annum</b>
Small Unit or Sub-Unit of a Large Unit	\$5,625	\$6,500	\$6,728	\$6,963
Large Unit	\$13,186	\$15,250	\$15,784	\$16,336
Divisional/Clinical Director	\$23,188	\$27,000	\$27,945	\$28,923

**SCHEDULE 2: RECALL & IMMEDIATE RECALL: ADDITIONAL PAYMENTS**

**RECALL**

	Clinical Academic matched to Consultant step 1-4 salary <b>\$ per hour (pro rata for part)</b>	Clinical Academic matched to Senior Consultant step 5-9 salary <b>\$ per hour (pro rata for part)</b>
Schedule 2.1: Any day other than a Sunday or Public Holiday (first three hours), telephone calls & telemedicine.	\$15.00	\$25.00
Schedule 2.2: Any day other than a Sunday or Public Holiday (after first three hours) & Sunday.	\$20.00	\$35.00
Schedule 2.3: Public Holiday.	\$25.00	\$45.00

**IMMEDIATE RECALL**

	Clinical Academic matched to Consultant step 1-4 salary <b>\$ per hour (pro rata for part)</b>	Clinical Academic matched to Senior Consultant step 5-9 salary <b>\$ per hour (pro rata for part)</b>
Schedule 2.4: Any day other than a Sunday or Public Holiday 8am to midnight (first three hours).	\$30.00	\$50.00
Schedule 2.5: Any day other than a Sunday or Public Holiday 8am to midnight (after first three hours) & Sunday	\$40.00	\$70.00
Schedule 2.6: Public Holiday	\$50.00	\$90.00

	Clinical Academic matched to Consultant step 1-4 salary <b>\$ per hour (pro rata for part)</b>	Clinical Academic matched to Senior Consultant step 5-9 salary <b>\$ per hour (pro rata for part)</b>
Schedule 2.4a: Any day other than a Sunday or Public Holiday midnight to 8am (first three hours).	\$90.00	\$120.00
Schedule 2.5a: Any day other than a Sunday or Public Holiday midnight to 8am (after first three hours).	\$100.00	\$140.00
Schedule 5.5b: Sunday midnight to 8am (after the first three hours).	\$90.00	\$120.00

