

DEPARTMENT OF HEALTH CLINICAL ACADEMICS ENTERPRISE AGREEMENT 2005

File No. 175 of 2006

**This Agreement shall come into force on
and from 24 February 2006 and have a life
extending until 13 April 2008.**

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



DATED 24 FEBRUARY 2006.

COMMISSION MEMBER



**Department of Health
Clinical Academics
Enterprise Agreement 2005**



**Government
of South Australia**

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1. TITLE

- 1.1 This Agreement shall be titled the Department of Health Clinical Academics Enterprise Agreement 2005.

2. PARTIES BOUND

- 2.1 This Agreement is made in pursuance of Chapter 3, Part 2 of the Fair Work Act 1994 this day of 2005. This Agreement is binding upon:

- 2.1.1 The following hospitals incorporated under the South Australian Health Commission Act 1976:

- (a) Central Northern Adelaide Health Service Incorporated (with respect to its Royal Adelaide Hospital, The Queen Elizabeth Hospital and Health Service and the Lyell McEwin Hospital sites);
- (b) Southern Adelaide Health Service Incorporated (with respect to its Flinders Medical Centre and Noarlunga Health Service sites);
- (c) Children's, Youth and Women's Health Service (with respect to its Women's and Children's Hospital site);
- (d) The Repatriation General Hospital;

- 2.1.2 The Institute of Medical and Veterinary Science (IMVS);

- 2.1.3 Clinical Academics whether members of an association or not: and

- 2.1.4 The South Australian Salaried Medical Officers' Association.

- 2.2 This Agreement shall **NOT** be binding on:

- 2.2.1 Those persons employed pursuant to the Department of Health Salaried Medical Officers Enterprise Agreement 2005, or any successor Agreement;

- 2.2.2 Those persons employed pursuant to the Department of Human Services Visiting Medical Specialists Agreement 2003, or any successor Agreement.

- 2.3 For the purpose of this Agreement the Enterprise is defined as the incorporated hospitals referred to in clause 2.1.1 and the IMVS referred to in clause 2.1.2 and the Clinical Academics bound by this Agreement.

3. DURATION

- 3.1 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 lasting until 13 April 2008.

4. RENEGOTIATION

- 4.1 Negotiations for a new Enterprise Agreement may commence not earlier than 6 months prior to the expiry of this Agreement.

5. BACKGROUND

- 5.1 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.

6. DEFINITIONS

6.1 In this Enterprise Agreement, unless the contrary intention appears:

“Act”	Means the Fair Work Act 1994;
“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 an employing authority as a Clinical Academic performing duties which may include, but not limited to:</p> <ul style="list-style-type: none">• The provision of professional clinical services in the branches of medicine or areas of specialty which make up the employing authority’s clinical profile• Administrative functions associated with or inherent in the provision of clinical services• 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• Attendance at and participation in relevant standing or ad hoc committees associated with or inherent in the provision of clinical services• Design, implementation and maintenance of quality assurance and improvement procedures associated with or inherent in the provision of clinical services• Teaching and inservice training of the employing authority’s staff associated with or inherent in the provision of clinical services• Attendance at meetings related to teaching and training of staff• Support of relevant clinical research programs conducted by the employing authority• Participation, where relevant and required in the employing authority’s on call and recall rosters related to the provision of relevant clinical services• Participation in the provision of outreach services and health education programs as required• Representing the employing authority in clinical and scientific meetings locally, nationally or internationally• Participation in programs designed to maintain or enhance personal professional competency.
“Commission”	Means the Industrial Relations Commission of South Australia;
“DH”	Means the Department of Health;
“employing authority”	Means the incorporated hospitals referred to in clause

	2.1.1 and the IMVS referred to in clause 2.1.2.
“industrial instrument”	Means an industrial instrument as defined in the Fair Work Act 1994, or its successor and/or any other Agreement pursuant to the Workplace Relations Act 1996, or its successor;
"Salaried Medical Officer"	Means an employee employed pursuant to the DH Salaried Medical Officers Enterprise Agreement 2005;
“SSA”	Means a Salary Sacrifice Agreement;
“this Agreement”	Means the Department of Health Clinical Academics Enterprise Agreement 2005;
"University"	Means the University of Adelaide or the Flinders University of South Australia

7. CONTRACT OF EMPLOYMENT

7.1 Contract of Employment with the Employing Authority

7.1.1 As long as this Agreement remains in force -

- (a) whenever an 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 an 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.

7.2 Cessation or Termination of Tenure/Contract of Service with the University

7.2.1 It is a condition of the Clinical Academic's employment with an employing authority that the Clinical Academic remains an employee of the University. Subject to clause 7.3.1 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.

7.3 Cessation or Termination of Employment with the Employing Authority

7.3.1 Notwithstanding any other provision in this clause, a Clinical Academic can be terminated in accordance with Part 4-1-7 of the DH Human Resources Manual.

7.3.2 A Clinical Academic may terminate the contract of employment with an 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.

8. NO INCORPORATION OF TERMS

8.1 No right, entitlement or condition of employment provided by the South Australian Medical Officers Award or the DH Salaried Medical Officers Enterprise Agreement 2005 shall, by this Agreement, be conferred upon a Clinical Academic.

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

8.2.1 The Flinders University Enterprise Agreement 2004-2006, or its successor Agreements; or

8.2.2 The University of Adelaide Enterprise Certified Agreement 2005-2006, or its successor Agreements; or

8.2.3 Any award, including a successor award, incorporated in the Flinders University Enterprise Agreement 2004-2006 or The University of Adelaide Enterprise Certified Agreement 2005-2006; or

8.2.4 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.

9. COMPLIANCE WITH PUBLIC SECTOR AND EMPLOYER POLICY/PROCEDURE ETC

9.1 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.

10. ACADEMIC FREEDOM

10.1 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.

11. SALARY RATES

11.1 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**

11.2 **A** is the salary contained in Schedule 1.1 of the DH Salaried Medical Officers Enterprise Agreement 2005 and matched to the Consultant/Senior Consultant/Principal Consultant classification as determined by the employing authority or the Chief Executive, DH on recommendation of the Medical Officers Standing Assessment Committee (MOSAC), as appropriate.

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

11.2.2 Access to a salary matched to the Principal Consultant classification as per the DH Salaried Medical Officers Enterprise Agreement 2005 ceases from 28 September 2005. A Clinical Academic's salary which was previously matched to the Principal Consultant classification will be matched to Senior Consultant Level 9 from 28 September 2005.

11.3 **B** is the:

11.3.1 salary and clinical loading (however expressed) payable to a Clinical Academic by the University pursuant to the Flinders University Enterprise Agreement 2004-2006, or its successor Agreements or The University of Adelaide Enterprise Certified Agreement 2005-2006, or its successor Agreements; or

11.3.2 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.

11.4 Clinical Loading

11.4.1 For the purpose of clause 11.3, 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 Enterprise Agreement or industrial instrument as in 11.3 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.

11.5 Adjustment of salary

11.5.1 Salaries shall be adjusted from time to time in accordance with the formula for the calculation of annual salary specified in clause 11.1 to reflect adjustments to the base salaries/total remuneration and clinical loading as specified in clauses 11.2 and 11.3 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.

12. SALARY SACRIFICE ARRANGEMENTS

12.1 This clause applies for the period a Clinical Academic enters into a 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.

12.1.1 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 11.1 and where applicable, Managerial Allowance, remote call and recall payments.

12.1.2 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.

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

12.3 For the purposes of clause 12.2 "taxation liability" means any liability of any description that may be pursuant to a Tax Act however so described.

13. MANAGERIAL ALLOWANCES

13.1 Managerial Allowances are detailed in Schedule 1.

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

13.3 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.

13.4 Small Unit or Sub-Unit of a Large Unit

13.4.1A 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 an employing authority, 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 employing authority.
- (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 employing authority as a member of the management team.
- (h) Considerable in-patient and/or out-patient workload activity.

13.4.2A 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.

13.5 Large Unit

13.5.1A 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.

13.5.2A 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.

13.6 Divisional/Clinical Director

13.6.1A Divisional/Clinical Director is responsible to the Chief Executive Officer 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 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 employing authority'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 employing authority human resource guidelines;
- (e) in consultation with the employing authority's Executive members, Assistant Directors of Nursing and other Divisional/Clinical Directors, developing long-term corporate management strategies with employing authority wide application.

13.6.2 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 and the employing authority'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 employing authority'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.

13.6.3 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.

13.6.4 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 employing authority 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.

13.6.5 A 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.

13.7 The parties will seek to vary the provisions relating to Managerial Allowances in this Agreement to reflect any changes to Managerial Allowances in the DH Salaried Medical Officers Enterprise Agreement 2005.

14. REMOTE CALL

14.1 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.

14.2 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 per cent; 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 per cent; 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 10 per cent.

Such annual allowance shall be calculated as a percentage of the appropriate salary specified in clause 11.2 excluding all allowances (except the Managerial Allowance where applicable).

14.3 This allowance:

14.3.1 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 11.2 X relevant percentage (referred to in clause 14.2) X 12/313

14.3.2 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

14.3.3 Is not payable during any periods of leave.

14.4 Periods of annual leave shall not be taken into account when calculating the frequency of remote call in 14.2.

14.5 This clause is operative from the first full pay period to commence on or after 28 September 2005.

15. RECALL

15.1 A Clinical Academic recalled to duty with the employing authority on any day other than in accordance with 15.2 and 15.3 where such recall is authorised, will be paid at the rate of 150 per cent of the Hourly Rate referred to in clause 15.5 for the first three hours, and at the rate of 200 per cent of the Hourly Rate referred to in clause 15.5 thereafter.

15.2 Operative from 1 July 2006, a Clinical Academic recalled to duty on a Sunday where such recall is authorised, will be paid at the rate of 200 per cent of the Hourly Rate referred to in clause 15.5.

15.3 A Clinical Academic recalled to duty on a public holiday where such recall is authorised, will be paid at the rate of 250 per cent of the Hourly Rate referred to in clause 15.5.

15.4 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.

15.5 For the purpose of recall payments under this sub-clause, the Hourly Rate means the annual salary referred to in clause 11.2 excluding all allowances, (except the Managerial Allowance where applicable) calculated as a weekly amount divided by 37.5.

15.6 Each recall stands alone for the calculation of recall payments in clauses 15.1, 15.2 and 15.3.

15.7 Clinical Academics who travel to work as a result of receiving a recall to work will:

15.7.1 Be reimbursed at the rates specified in the DH 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 (together with any parking fees) provided that no Clinical Academic will be required to use a private vehicle for work purposes; or

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

15.7.3 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).

Telephone Calls

15.8 When a Clinical Academic on remote 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 150 per cent of the Hourly Rate referred to in clause 15.5.

Telemedicine

15.9 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 150 per cent of the Hourly Rate referred to in clause 15.5 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 period, payment will be made for the total time worked at the rate of 150 per cent of the Hourly Rate referred to in clause 15.5. This provision will not be subject to a minimum 3 hour payment.

15.10 The parties will seek to vary the provisions relating to telemedicine and telephone calls in this Agreement to reflect any changes to telemedicine and telephone calls in the DH Salaried Medical Officers Enterprise Agreement 2005.

16. PUBLIC HOLIDAYS

16.1 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.

16.2 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.

16.3 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 day may, at the employee's option, be added to annual leave.

17. ANNUAL LEAVE

17.1 A Clinical Academic will be entitled to annual leave, exclusive of paid public holidays falling during the period of leave, on the following basis:

17.1.1 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).

17.1.2 If not so rostered or required to be on duty or on call in accordance with 17.1.1, 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).

- 17.2 Annual leave will be taken and earned in service years.
- 17.3 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.
- 17.4 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.
- 17.5 A Clinical Academic will be paid, in addition to the salary referred to in clause 11.1 of this Agreement when proceeding on annual leave, an annual leave loading of 17.5% of the salary referred to in clause 11.1 for the period or periods of annual leave up to a maximum as provided by the Public Service (Recreation Leave Loading) Award.
- 17.6 Where a Clinical Academic is in receipt of a Managerial Allowance as provided for in clause 13 of this Agreement such allowance will continue to be paid during periods of annual leave.

18. SICK LEAVE

- 18.1 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.

19. FAMILY CARERS LEAVE

- 19.1 The parties agree that subject to the following conditions, Clinical Academics may access up to 5 days of their normal sick leave entitlements in any one year to provide support for a member of the family, provided that:
- 19.1.1 the Clinical Academic produces satisfactory evidence of illness if requested;
- 19.1.2 the Clinical Academic must have responsibility for the care of the family member concerned;
- 19.1.3 the family member, as defined in the Fair Work Act 1994, being either a spouse; child; parent; any other member of the person's household; or any other person who is dependent on the person's care.
- 19.2 Family Carers Leave is not intended to replace existing provisions for special leave.

20. PAID MATERNITY/ADOPTION LEAVE

- 20.1 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 12 weeks paid maternity leave.
- 20.2 A Clinical Academic who has completed 12 months continuous service before taking custody of an adopted child is entitled to 12 weeks paid adoption leave.
- 20.3 The following conditions apply to a Clinical Academic applying for leave under this clause.
- 20.3.1 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.

- 20.3.2A Clinical Academic will be entitled to 12 weeks leave, paid in accordance with clause 11.1 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.
- 20.3.3 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.
- 20.4 At the time of applying for paid maternity leave or paid adoption leave, the Clinical Academic may elect in writing:
- 20.4.1 To take the paid leave in 2 periods of 6 weeks during the first 12 months of the commencement of their paid leave; or
- 20.4.2 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 24 weeks, to be paid at half the salary referred to in clause 11.1 from the date maternity/adoption leave commences; or
- 20.4.3A combination of 20.4.1 and 20.4.2.
- 20.5 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

- 20.6 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.
- 20.6.1 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 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, 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.
- 20.7 This clause is operative from 28 September 2005.

21. CONFERENCE LEAVE/PROFESSIONAL DEVELOPMENT LEAVE

- 21.1 The provisions of this clause are dependent upon the following:
- 21.1.1 the combined entitlements of the Clinical Academic's employment with an 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 2005 so as not to create disparity between Consultants and Clinical Academics.

21.2 CONFERENCE LEAVE

- 21.2.1 Clinical Academics are entitled to a single period of Conference Leave up to a maximum period of five calendar days per annum and to receive payment for Conference Leave 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; and
- 21.2.2 Conference Leave may be accumulated for a period of two (2) years and taken either as one block of 10 days or as two separate periods each to a maximum of 5 calendar days.
- 21.2.3 There is no obligation for the employing authority to meet any costs associated with attending a conference in addition to paid leave accessed under clause 21.2.

21.3 PROFESSIONAL DEVELOPMENT LEAVE

- 21.3.1 Operative from 14 April 2006, Clinical Academics will be entitled to access up to five 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 ten days in any one period of two years.
- 21.3.2 Operative from 14 April 2006, Clinical Academics will be entitled to access up to \$4,000 per annum (inclusive of any applicable FBT) for overseas conference attendance or other professional development expenses. This entitlement can be accumulated up to an amount of \$8,000 in any one period of two years.
- 21.3.3 Where a Clinical Academic has been reimbursed pursuant to 21.3.2 and resigns before the completion of the year for which the reimbursement entitlement exists, the employing authority may deduct from severance payments the amount of reimbursement made which exceeds the pro-rata based entitlement for that year.

22. LEAVE WITHOUT PAY

- 22.1 Employing authorities 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.

23. FLEXIBILITY ARRANGEMENTS

- 23.1 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.

24. CONFIDENTIALITY

- 24.1 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.
- 24.2 Without limiting the generality of clause 24.1, 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.

- 24.3 The obligation as to confidentiality pursuant to this clause shall survive the termination of the Clinical Academic's employment with the employing authority.
- 24.4 Subject to clauses 24.1 and 24.3 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.
- 24.5 Any breach of clauses 24.1, 24.2 or 24.3 by a Clinical Academic may be grounds for disciplinary action.

25. PRODUCTIVITY IMPROVEMENTS

- 25.1 The parties express their general support and commitment to the following Principles and Values:
- 25.2 The principles include:
- Improving the quality and safety of services;
 - Greater opportunities for inclusion and community participation;
 - Strengthening and reorientating 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.
- 25.3 The values include:
- 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 – 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.

26. CONSULTATION

- 26.1 The parties commit to the following consultative principles.
- 26.2 Consultation involves the sharing of information and the exchange of views between employing authorities and Clinical Academics and their representatives and the genuine opportunity for them to contribute effectively to any decision-making process.
- 26.3 Employing authorities consult in good faith, not simply advise what will be done.
- 26.4 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 26.5 Workplace change which will affect a significant number of Clinical Academics should not be implemented before appropriate consultation has occurred with Clinical Academic representatives.
- 26.6 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.

27. PERFORMANCE AGREEMENT

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

28. JOB AND PERSON SPECIFICATION

- 28.1 Employing authorities will provide Clinical Academics on appointment with a job and person specification relevant to their position.

29. PRE-EMPLOYMENT SCREENINGS

- 29.1 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.
- 29.2 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.
- 29.3 The prospective Clinical Academic's consent will be obtained before seeking any such information.

30. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- 30.1 Terms and conditions of employment not specifically dealt with in this Agreement can be found in the DH Human Resources Manual, or such other arrangements as may be agreed between the parties.

31. INDUSTRIAL DISPUTE RESOLUTION

- 31.1 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.
- 31.2 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.
- 31.3 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 31.4 Any grievance or dispute will be handled as follows:
- 31.4.1 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 employing authorities, management representative means the Chief Executive Officer or their delegate. |
| Stage 3 | Discussions involving nominated delegates with a representative of Workforce and Insurance Services 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.

- 31.5 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.
- 31.6 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.
- 31.7 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 Industrial Relations Commission of South Australia. 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.
- 31.8 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 31.9 These procedures are for dealing with industrial disputes or likely industrial disputes and not personal grievances. Personal grievances will be dealt with pursuant to DH Human Resources Manual.

32. DISCLOSURE OF INFORMATION

- 32.1 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.

33. NO EXTRA CLAIMS COMMITMENT

- 33.1 During the life of this Agreement the parties bound undertake not to pursue claims except where consistent with and contemplated by this Agreement and except where consistent with State Wages Case principles or successors thereto.
- 33.2 The increases provided for in the Agreement are inclusive of all previously awarded Safety Net increases, all future wage increases arising out of National and State Wage Case decisions including Safety Net adjustments, Living Wage adjustments or general increases however described.

34. NOT TO BE USED AS A PRECEDENT

- 34.1 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.

35. SIGNATORIES

SIGNED FOR AND ON BEHALF OF THE DEPARTMENT OF HEALTH:

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Witness

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

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Witness

SCHEDULE 1: MANAGERIAL ALLOWANCES

	Current	First full pay period to commence on or after 14 April 2005	First full pay period to commence on or after 14 April 2006	First full pay period to commence on or after 14 April 2007
	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Small Unit	\$5,073	\$5,251	\$5,434	\$5,625
Large Unit	\$11,893	\$12,309	\$12,740	\$13,186
Divisional/Clinical Unit	\$20,914	\$21,646	\$22,404	\$23,188