

# DEPARTMENT OF HEALTH CLINICAL ACADEMICS ENTERPRISE AGREEMENT 2004

File No. 6602 of 2004

**This Provisional Agreement shall come into force on and from 5 November 2004 and pursuant to section 79(7)(b) is approved on the condition that it is to be re-negotiated within a period of six months therefrom.**

THE COMMISSION HEREBY APPROVES THIS AGREEMENT AS A PROVISIONAL ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE INDUSTRIAL AND EMPLOYEE RELATIONS ACT 1994.



DATED THIS 5th DAY  
OF NOVEMBER 2004

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ENTERPRISE AGREEMENT  
COMMISSIONER



**Department of Health  
Clinical Academics  
Enterprise Agreement 2004**



Government  
of South Australia

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“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 a health unit 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 speciality which make up the health unit’s clinical profile</li> <li>• Administrative functions associated with or inherent in the provision of clinical services</li> <li>• Supervision and management of health unit staff associated with the provision of clinical services, health unit 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 health unit 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 health units</li> <li>• Participation, where relevant and required in the health unit’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 health unit 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;
“health unit”	Means the incorporated hospitals and health centres referred to in clause 2.1.1 and the IMVS.
"Salaried Medical Officer"	Means an employee employed pursuant to the DHS Salaried Medical Officers Enterprise Agreement 2003;
“SSA”	Means a Salary Sacrifice Agreement;

"this Agreement"	Means the Department of Health Clinical Academics Enterprise Agreement 2004;
"University"	Means the University of Adelaide or the Flinders University of South Australia

## **7. CONTRACT OF EMPLOYMENT**

### **7.1 Contract of Employment with the Health Unit**

7.1.1 As long as this Agreement remains in force -

- (a) whenever a health unit offers employment to a Clinical Academic who has a continuing appointment with the University, the offer by the health unit will be for permanent employment, and;
- (b) whenever a health unit offers employment to a Clinical Academic who has a fixed term appointment with the University, the offer by the health unit 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 a health unit 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 Health Unit**

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 (SAHC Act Incorporated Health Services) Human Resources Manual.

7.3.2 A Clinical Academic may terminate the contract of employment with a health unit by giving to the health unit not less than three month's notice in writing provided that the health unit 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 DHS Salaried Medical Officers Enterprise Agreement 2003 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 Certified Agreement 2000-2003, or its successor Agreements; or

8.2.2 The University of Adelaide Enterprise Certified Agreement 2000-2003, or its successor Agreements; or

8.2.3 Any award, including a successor award, incorporated in The Flinders University Enterprise Certified Agreement 2000-2003 or The University of Adelaide Enterprise Certified Agreement 2000-2003; or

8.2.4 Any other industrial instrument regulating the terms and conditions of employment of medical practitioners employed by the University 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 health unit 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 health unit 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 DHS Salaried Medical Officers Enterprise Agreement 2003 and matched to the Consultant/Senior Consultant/Principal Consultant classification as determined by the health unit 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 A Clinical Academic who is matched to the Principal Consultant classification will have responsibility across the State, a Network or more than one health unit for clinical leadership and/or driving clinical excellence. Such Clinical Academics will be required to:

Demonstrate clinical expertise of the highest order;

Demonstrate leadership in the improvement of clinical outcomes and implementing clinical change;

Provide leadership in the analysis, implementation and review of best practice clinical process, systems and evidence-based medicine.

11.2.3 Access to a salary matched to the Principal Consultant classification will be by appointment to a Principal Consultant position only. MOSAC will assess any requests from a health unit or Clinical Academic for salary matched to the Principal Consultant classification and recommend such matched salary to the Chief Executive, DH.

- 11.3 **B** is the salary and clinical loading (however so expressed) payable to a Clinical Academic by the University pursuant to the Flinders University Enterprise Certified Agreement 2000-2003, or its successor Agreements or the University of Adelaide Enterprise Certified Agreement 2000-2003, or its successor Agreements.

### **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 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 and clinical loading as specified in clauses 11.2 and 11.3 provided that

### (c) 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 Salary Sacrifice Agreement (SSA). A SSA is the formal administrative instrument between the health unit 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 health unit 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 health unit party to this Agreement in the event the Clinical Academic immediately becomes employed by that health unit), 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 health unit 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 1.1.

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.

13.4.1 A 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 a health unit, and involvement in a number of, but not necessarily all of the following:

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



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

13.4.2 A 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.

### 13.5 Large Unit

13.5.1 A 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 health unit.

13.5.2 A 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

### 13.6 Divisional/Clinical Director

13.6.1 A 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 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 Executive members, Assistant Directors of Nursing and other Divisional/Clinical Directors, developing long-term corporate management strategies with health unit wide application.

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 health unit 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.

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 subclause:

a "Division" means a group of Departments, wards, clinics, theatres and/or procedural areas which are arranged to form a discreet business unit of the health unit 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 1.1.

#### **14. REMOTE CALL**

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

14.2 A Clinical Academic who participates in a regular remote call roster as required by the health unit, will be paid an annual allowance equal to 5 per cent of the 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 5/100 X 12/313

14.3.2 Is subject to periodic review by the health unit 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.

Excessive Remote Call Rosters

14.4 A Clinical Academic rostered on remote call for more than 3 days/nights per week when averaged across the cycle of the remote call roster will be paid, in addition to the existing 5 per cent remote call allowance, (as described in clause 14.2 of this Agreement), the remote call rates as detailed in Schedule 1.2 for the fourth and subsequent remote call period(s).

- 14.5 To be eligible to claim payments provided for in clause 14.4, Clinical Academics must make a notation on their time sheet each time they are rostered on remote call.

## **15. RECALL**

- 15.1 A Clinical Academic recalled to duty with the health unit on any day other than a public holiday where such recall is authorised, will be paid at the rate of 150 per cent of the Hourly Rate referred to in clause 15.4 for the first three hours, and at the rate of 200 per cent of the Hourly Rate referred to in clause 15.4 thereafter.
- 15.2 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 15.4.
- 15.3 Where the period of time worked is less than 3 hours, payment is to be made for 3 hours. However, where such an employee is recalled to duty within 3 hours of a previous recall the employee is not entitled to any additional payment for the time worked within a period of 3 hours from the time of commencement of the previous recall or recalls.
- 15.4 For the purpose of recall payments under this subclause, 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.
- 15.5 Each recall stands alone for the calculation of recall payments in clauses 15.1 and 15.2.
- 15.6 Clinical Academics who travel to work as a result of receiving a recall to work will:
- 15.6.1 Be reimbursed at the rates specified in the DH (SAHC Act Incorporated Health Services) 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
  - 15.6.2 Be permitted to use a taxi at the health unit's expense to travel to and from the workplace; or
  - 15.6.3 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
- 15.7 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 15.4.

## **Telemedicine**

- 15.8 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 15.4 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 15.4. This provision will not be subject to a minimum 3 hour payment.

## **16. ANNUAL LEAVE**

- 16.1 A Clinical Academic will be entitled to annual leave, exclusive of paid public holidays falling during the period of leave, on the following basis:
- 16.1.1 Thirty-five calendar days a year 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 health unit to be on duty or on call on seven days of the week (including Sundays and Public Holidays).

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

- 16.2 Annual leave will be taken and earned in service years.
- 16.3 Where the health unit 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.

## **17. SICK LEAVE**

- 17.1 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 health unit for five days a week on average will be entitled to twelve working days per year. A Clinical Academic who works for the health unit for fewer than five days a week will be entitled to a pro rata entitlement accordingly.

## **18. FAMILY CARERS LEAVE**

- 18.1 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:
  - 18.1.1 the Clinical Academic produces satisfactory evidence of illness if requested;
  - 18.1.2 the Clinical Academic must have responsibility for the care of the family member concerned;
  - 18.1.3 the family member being either a member of the Clinical Academic's household, or a near relative of the Clinical Academic as defined in the State Equal Opportunity Act, 1984.

## **19. CONFERENCE LEAVE**

- 19.1 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 payment the Clinical Academic would have received for each day that would have been worked but for the period of leave; and
- 19.2 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.
- 19.3 There is no obligation for the health unit to meet any costs associated with attending a conference in addition to paid leave.

## **20. LEAVE WITHOUT PAY**

- 20.1 Health units 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.

## **21. FLEXIBILITY ARRANGEMENTS**

- 21.1 Clinical Academics may enter into flexibility arrangements where agreed with the health unit. 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.

## **22. CONFIDENTIALITY**

- 22.1 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 health unit.
- 22.2 Without limiting the generality of Clause 22.1, 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 health unit or health unit 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 health unit, provided that the Clinical Academic is allowed to divulge information for the purposes of undertaking or reporting medical research.
- 22.3 The obligation as to confidentiality pursuant to this Clause shall survive the termination of the Clinical Academic's employment with the health unit.
- 22.4 Subject to clauses 22.1 and 22.3 the parties acknowledge and agree that the 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.
- 22.5 Any breach of clauses 22.1, 22.2 or 22.3 by a Clinical Academic may be grounds for disciplinary action.

## **23. PRODUCTIVITY IMPROVEMENTS**

- 23.1 The parties express their general support and commitment to the following Principles and Values:

- 23.2 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.**

- 23.3 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.**

#### **24. PERFORMANCE AGREEMENT**

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

#### **25. JOB AND PERSON SPECIFICATION**

25.1 Health units will provide Clinical Academics on appointment with a job and person specification relevant to their position.

#### **26. PRE-EMPLOYMENT SCREENINGS**

26.1 Health units' 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 health unit.

26.2 Information gathered by the health unit must be relevant to a need to check and assess any risk factors and must remain confidential to the health unit and to the individual prospective Clinical Academics and will not be provided to third parties.

26.3 The prospective Clinical Academic's consent will be obtained before seeking any such information.

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

27.1 Terms and conditions of employment not specifically dealt with in this Agreement can be found in the DH (SAHC Act Incorporated Health Services) Human Resources Manual, or such other arrangements as may be agreed between the parties.

#### **28. INDUSTRIAL DISPUTE RESOLUTION**

28.1 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.

28.2 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.

28.3 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Clause.

28.4 Any grievance or dispute will be handled as follows:

All parties have a right to seek representation in order to resolve any dispute.

- |         |   |
|---------|---|
| Stage 1 | Discussions between the employee/s and supervisor/manager.  |
| Stage 2 | Discussions involving the employee/s and nominated delegates with a management representative of the work unit. For hospitals and health centres incorporated under the South Australian Health Commission Act and the IMVS, management representative means the Chief Executive Officer or their delegate. |
| Stage 3 | Discussions involving nominated delegates with a representative of the Employee Relations Unit of the Department of Health.   |

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.

- 28.5 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.
- 28.6 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 employees or the employee's representative.
- 28.7 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.
- 28.8 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 28.9 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 (SAHC Act Incorporated Health Services) Human Resources Manual.

## **29. DISCLOSURE OF INFORMATION**

- 29.1 A health unit 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 health unit relevant particulars of the terms of employment of the Clinical Academic by the University.

## **30. NO EXTRA CLAIMS COMMITMENT**

- 30.1 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.
- 30.2 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.

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

- 31.1 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.

**32. SIGNATORIES**

SIGNED FOR AND ON BEHALF OF THE DEPARTMENT OF HEALTH:

.....

.....

Witness

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

.....

.....

Witness



**SCHEDULE 1: ALLOWANCES**

**1.1 Managerial Allowances**

	<b>First full pay period to commence on or after date of approval</b>	<b>First full pay period to commence on or after 14 October 2004</b>
	<b>\$ per annum</b>	<b>\$ per annum</b>
Small Unit	\$4,612	\$5,073
Large Unit	\$10,812	\$11,893
Divisional/Clinical Unit	\$20,914	

**1.2 Remote Call Allowances**

	<b>First full pay period to commence on or after date of approval</b>
	<b>\$</b>
Night, part of Saturday, Sunday, Public Holiday, part of any day normally rostered off duty	\$24.95
Full Saturday, Sunday, Public Holiday, any other day normally rostered off duty	\$39.60