



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

SA HEALTH CLINICAL ACADEMICS ENTERPRISE AGREEMENT 2018

File No. 5866 of 2018

This Agreement shall come into force on and from 24 January 2019 and have a life extending for a period up to 31 March 2021.

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



DATED 24 JANUARY 2019.

COMMISSIONER MCMAHON

SA Health Clinical Academics Enterprise Agreement 2018



**Government
of South Australia**

**Department of Treasury and Finance
Industrial Relations and Policy
Level 4, Westpac House
91 King William Street
Adelaide SA 5000**

**GPO Box 2343
Adelaide SA 5001**

TABLE OF CONTENTS

CLAUSE	PAGE
1.	Enterprise Agreement..... 1
2.	Parties Bound 1
3.	Background..... 1
4.	Definitions 1
5.	Objects, Commitments and Ongoing Improvement 3
6.	Consultation..... 4
7.	Contract of Employment..... 4
8.	No Incorporation of Terms 5
9.	Compliance with Public Sector and Employer Policy/Procedure etc 5
10.	Academic Freedom 5
11.	Salary Rates 6
12.	Attraction and Retention Allowances..... 6
13.	Salary Sacrifice Arrangements 8
14.	Managerial Allowances 8
15.	Remote Call 11
16.	Clinical Academics Required to Participate on More than One Remote Call..... 12
17.	Recall 12
18.	Immediate Recall 13
19.	Reimbursement of Travel Costs Associated with Recall 14
20.	Telephone Calls and Telemedicine..... 15
21.	Public Holidays..... 15
22.	Annual Leave 15
23.	Sick Leave 16
24.	Family Carers Leave..... 16
25.	Paid Maternity/Adoption Leave..... 17
26.	Professional Development 18
27.	Domestic/Family Violence 19
28.	Leave without pay 20
29.	Flexible Hours Arrangement..... 20
30.	Flexibility Arrangements 21
31.	Confidentiality..... 21
32.	Job and Person Specification 21
33.	Job Planning 21
34.	Pre-Employment Screenings 22
35.	Other Terms and Conditions of Employment..... 22
36.	Industrial Dispute Resolution 22
37.	Disclosure of Information..... 23
38.	No Extra Claims Commitment..... 23
39.	Not to be Used as a Precedent..... 24
40.	Signatories 25
	SCHEDULE 1: Managerial Allowances 26
	SCHEDULE 2: Recall and Immediate Recall: Additional Payments 27

1. 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 South Australian Employment Tribunal.
- 1.2 This Agreement shall be titled the "SA Health Clinical Academics Enterprise Agreement 2018".
- 1.3 The term of this Agreement shall be for a period commencing on the date of approval of this Agreement by the South Australian Employment Tribunal and nominally expiring on 31 March 2021.
- 1.4 Negotiations for a new Enterprise Agreement may commence not earlier than 6 months prior to the expiry of this Agreement.

2. PARTIES BOUND

- 2.1 Subject to clause 2.2, this Agreement is binding upon:
 - 2.1.1 The Chief Executive, Department of the Premier and Cabinet (as the declared public employer under the *Fair Work Act 1994*) and the Chief Executive, Department for Health and Wellbeing in relation to employees bound by this Agreement;
 - 2.1.2 Clinical Academics whether members of an association or not; and
 - 2.1.3 The Association.
- 2.2 This Agreement shall **NOT** be binding on:
 - 2.2.1 Those persons employed pursuant to the SA Health Salaried Medical Officers Enterprise Agreement 2017, or its successor;
 - 2.2.2 Those persons employed pursuant to the SA Health Visiting Medical Specialists Agreement 2017, or its successor;
 - 2.2.3 Those persons employed pursuant to the Senior Visiting Neurosurgeons Agreement 2013, or its successor.
- 2.3 For the purpose of this Agreement the Enterprise is defined as the Department for Health and Wellbeing, all hospitals incorporated under the *Health Care Act 2008*, SA Ambulance Service and the employees bound by this Agreement.

3. BACKGROUND

- 3.1 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.

4. DEFINITIONS

- 4.1 In this Agreement, unless the contrary intention appears:

"Act"	Means the <i>Fair Work Act 1994</i> ;
"approval"	Means approval by the South Australian Employment Tribunal;
"Association"	Means the South Australian Salaried Medical Officers' Association;

"Clinical Academic"

Means a specialist registered by the Medical Board of Australia and who is employed by a University 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:

- 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 in-service 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.

"DHW"

Means the Department for Health and Wellbeing;

"employing authority"

Means the applicable employer bound by this Agreement, or delegate thereof;

"health unit"

Means an incorporated hospital or SA Ambulance Service as defined in the *Health Care Act 2008*. Health Networks are incorporated hospitals;

"health unit site"	Means a site at which the activities of an incorporated hospital or SA Ambulance Service are undertaken;
"HR Manual"	Means the SA Health (Health Care Act) Human Resources Manual, or successor;
"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>Fair Work Act 2009 (Cth)</i> , or its successor;
"SAET"	Means South Australian Employment Tribunal
"SA Health"	Means the South Australian public health sector and includes DHW, health units and health unit sites;
"Salaried Medical Officer"	Means an employee employed pursuant to the SA Health Salaried Medical Officers Enterprise Agreement 2017;
"this Agreement"	Means the SA Health Clinical Academics Enterprise Agreement 2018;
"University"	Means the University of Adelaide, the Flinders University of South Australia, the University of South Australia or their successor institutions.

5. OBJECTS, COMMITMENTS AND ONGOING IMPROVEMENT

- 5.1 The objects of this Agreement are to enable SA Health and employees party to this Agreement to be, and contribute to, a dynamic, productive, flexible and responsive health service; to meet the service delivery objectives of SA Health; and to support and develop a capable, flexible and mobile medical workforce.
- 5.2 The parties acknowledge that the provision of health services in South Australia is subject to ongoing development and restructuring to pursue and provide quality public health services and outcomes; and acknowledge the importance of the whole of state reform agenda articulated in the South Australia Strategic Plan and the SA Health Strategic Plan 2017-2020 (and successor policies and objectives).
- 5.3 The parties are committed to engaging effectively in ongoing improvement; clinical change and workforce reform initiatives to achieve ongoing health service improvements in productivity and efficiencies consistent with the objectives of South Australia's Health Care Plan, state-wide Service/Clinical Network plans and Model of Care initiatives. This includes the identification and implementation of measures and initiatives to improve: safety and quality of care; productivity; efficiency; workforce flexibility, development and performance; the health of Aboriginal people; and primary, mental health and hospital care; and to develop and implement integrated state-wide and/or health network services.
- 5.4 The parties acknowledge the fundamental importance of the need to promote, support and establish medical leadership within the workplace and the associated need to establish broad medical officer and employer partnerships based on good faith, mutual respect and constructive engagement.
- 5.5 Accordingly, the parties will actively promote and encourage open discussions, collegial and collective responses to workplace challenges and issues.
- 5.6 The parties recognise that medical officers are bound by their ethical and professional obligations whose primary duty is to make the care of patients their first concern and to practice medicine safely and effectively.
- 5.7 Criteria Led Discharge
 - 5.7.1 For the purposes of this clause 4.7, "criteria led discharge" refers to the use of non-medical staff to discharge patients according to set criteria.

- 5.7.2 The Association and SA Health will work jointly to improve service delivery and achieve best practice through the identification and implementation of criteria led discharge wherever medically appropriate across the SA Health networks.
- 5.7.3 The process, principles and implementation of criteria led discharge agreed between the Association and SA Health will ensure patient care and safety is maintained and will be consistent with the professional responsibilities and obligations required of medical officers to patients and the community.
- 5.7.4 The Association and SA Health commit to using criteria led discharge to achieve improvement in the rates of patient discharge over weekends during the life of the Agreement, with the object of achieving an improvement of not less than 10% (inclusive of weekends).
- 5.7.5 Within six months of the date of approval of this Agreement, a committee with equal representation from the Association and SA Health will be formed to develop and implement appropriate models and strategies for criteria led discharge.
- 5.7.6 The strategies and models for criteria led discharge developed by the committee formed under the auspices of sub clause 4.7.5 the SMOEA 2017 will be implemented in a manner to effect the same result for Clinical Academic employees.
- 5.7.7 In recognition of the commitment by the Association and employees covered by this Agreement to improve patient flow and discharge rates through criteria led discharge a further 1% per annum increase will be paid simultaneously with annual wage increases operative from the first full pay period commencing on or after 14 April 2017, 14 April 2018, 14 April 2019 and 14 April 2020.

6. CONSULTATION

- 6.1 The parties commit to the following consultative principles.
 - 6.1.1 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.
 - 6.1.2 The employing authority will consult in good faith, not simply advise what will be done.
 - 6.1.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
 - 6.1.4 Workplace change which will affect a significant number of Clinical Academics should not be implemented before appropriate consultation has occurred with Clinical Academic representatives.
 - 6.1.5 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.

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 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.

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 the 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 the HR Manual.
- 7.3.2 A Clinical Academic may terminate the contract of employment with the employing authority by giving to the employing authority not less than three months' 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, the SA Health Salaried Medical Officers Enterprise Agreement 2013 or the DH Salaried Medical Officer Private Practice Agreement 2008 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 2014-2017, or its successor Agreements; or
 - 8.2.2 The University of Adelaide Enterprise Agreement 2017-2021, or its successor Agreements; or
 - 8.2.3 Any award, including a successor award, incorporated in the Flinders University Enterprise Agreement 2014-2017 or The University of Adelaide Enterprise Agreement 2017-2021; 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 Ethics for the South Australian Public Sector 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 Ethics 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 SA Health Salaried Medical Officers Enterprise Agreement 2017 and matched to the Consultant/Senior Consultant classification.

- 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.

- 11.3 **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 2014-2017, or its successor Agreements or The University of Adelaide Enterprise Agreement 2017-2021, 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. ATTRACTION AND RETENTION ALLOWANCES

- 12.1 In this clause 12, a reference to a percentage will be taken as a reference to the percentage of the appropriate salary specified in clause 11.2 excluding all allowances.

- 12.2 Subject to this clause 12, a Clinical Academic will be entitled to the following attraction and retention allowance:

Emergency Medicine Clinical Academic * and Paediatric Emergency Clinical Academic **	67% ¹
MedSTAR Clinical Academic ***	67%
Anaesthetist	50%
Intensive Care Unit Clinical Academic	50%
Rehabilitation Clinical Academic #	37.5%
Other Clinical Academic	30%

¹ The parties acknowledge that this has regard to particular circumstances of not having access to private practice arrangements

* 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.

*** Employed at MedSTAR; and is a Fellow of the Australasian College for Emergency Medicine; or Fellow of the Australian and New Zealand College of Anaesthetists; or Fellow of the College of Intensive Care Medicine; or other relevant specialist qualification as determined by the employing authority. The allowance will be paid pro-rata to the time worked at MedSTAR provided that a Clinical Academic will not be entitled to more than one allowance in respect of time worked.

A Rehabilitation Clinical Academic may make an election under clause 12.6 to come within the category of "Other Clinical Academic".

12.3 The attraction and retention allowance:

12.3.1 Is payable fortnightly with the per annum amount derived from the applicable percentage described in the table in clause 12.2 multiplied by the appropriate salary specified in clause 11.2 excluding all allowances.

12.3.2 Will not be used in the calculation of remote call and recall payments.

12.3.3 Is payable during periods of paid leave, although not for payment in lieu of leave on termination.

12.3.4 Is not considered "Base Salary" in a private practice Memorandum of Agreement (MOA).

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

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

12.4.1 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).

12.4.2 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.

12.4.3 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.
- 12.5 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.
- 12.6 A Rehabilitation Clinical Academic in Column 1 of sub-clause 12.2 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 12, 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.
- 12.7 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 SA Health Clinical Academics Enterprise Agreement 2014, DH Clinical Academics Enterprise Agreement 2009 or DH Clinical Academics Enterprise Agreement 2005.

13. SALARY SACRIFICE ARRANGEMENTS

- 13.1 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 employing authority and the Clinical Academic, which enables salary sacrifice arrangements to be put in place.
- 13.1.1 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, the attraction and retention allowance and where applicable, Managerial Allowance, remote call and recall payments.
- 13.1.2 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.
- 13.2 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.
- 13.3 For the purposes of clause 13.2 "taxation liability" means any liability of any description that may be pursuant to a Tax Act however so described.

14. MANAGERIAL ALLOWANCES

- 14.1 Managerial Allowances are detailed in Schedule 1.
- 14.2 Managerial Allowances, where applicable, will be payable and regarded as part of salary for all purposes including leave entitlements.

14.3 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.

14.4 Small Unit or Sub-Unit of a Large Unit

14.4.1 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 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.

14.4.2 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.

14.5 Large Unit

14.5.1 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 employing authority.

14.5.2 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.

14.6 Divisional/Clinical Director

14.6.1 A Divisional/Clinical Director is responsible to the Clinical Services Director for the management of a Division. Where no appointment to a Clinical Services Director is made pursuant to sub-clause 14.8, the 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 Clinical Services Director (where appointed) and is responsible for the implementation of strategies ensuring the effective management of a range of human and material resources within a specified Division in conjunction with the joint head of Division or, where a Clinical Services Director is not appointed, to the Chief Executive Officer for the implementation of strategies ensuring the effective management of the total range of human and material resources within a specified Division in conjunction with the joint head of Division;
- (b) responsibility, with the joint head of Division, for the quality of services provided by the Division;
- (c) participating as a member of 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.

14.6.2 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 Clinical Services Director or Chief Executive Officer (as appropriate) 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.

14.6.3 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.

14.6.4 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 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.

14.7 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.

14.8 Clinical Services Director

14.8.1 A Clinical Academic shall be eligible to receive a Clinical Services Director allowance where they are required to maintain an active clinical role within their area of specialty and to undertake additional managerial responsibilities which satisfy all of the following criteria:

- a) undertakes managerial responsibilities which satisfy the criteria applicable to a Clinical/Divisional Director allowance as prescribed in sub-clause 14.6;
- b) responsible for management of a Division with a total operating budget of at least \$180 million (as indexed from time to time) and a total budgeted workforce comprising at least 1,000 full-time equivalent employees;
- c) responsible for the planning and implementation of significant strategic initiatives which are aligned with endorsed critical strategies of SA Health impacting over the whole of SA Health's operations including between Local Health Networks;
- d) has as direct reports Senior Consultants, Visiting Medical Specialists and/or Clinical Academics who undertake managerial responsibilities which satisfy the criteria for, and who are in receipt of, a Clinical/Divisional Director managerial allowance;
- e) reports directly to the Chief Executive Officer;
- f) is a member of the relevant Local Health Network Peak Executive Committee.

14.9 A Clinical Academic who is appointed in writing by an Employing Authority to undertake managerial responsibilities associated with the management of a Division will be paid an allowance as shown in Schedule 1.

15. REMOTE CALL

- 15.1 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.
- 15.2 A Clinical Academic should not be rostered on remote call for more than one in two nights/days on a regular and systematic basis. A Clinical Academic may be required to undertake remote call duties for more than one in two nights/days on a short term basis, including but not limited to covering periods of planned leave, provided that unless otherwise agreed by the Clinical Academic, 'short term' will not exceed a period of four weeks in any remote call roster cycle spanning eight weeks.
- 15.3 A Clinical Academic who participates in a regular remote call roster as required by the employing authority for the frequency in Column 1 will be paid an annual allowance in Column 2.

Column 1	Column 2
Regular roster less than one in six nights/days	5%
Regular roster for one in six nights/days	7.5%
Regular roster for one in five nights/days	8.5%
Regular roster for one in four nights/days	9.5%
Regular roster for one in three nights/days	10.5%
Regular roster for one in two nights/days or more	11.5%

Such annual allowance shall be calculated as a percentage of the Clinical Academic's annual salary as specified in clause 11.2 of this Agreement (plus Managerial Allowance where applicable).

15.4 This allowance:

- 15.4.1 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 15.3)/100 x 12/313

15.4.2 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

15.4.3 Is not payable during any periods of leave.

15.5 Periods of annual leave shall not be taken into account when calculating the frequency of remote call in 15.3.

16. CLINICAL ACADEMICS REQUIRED TO PARTICIPATE ON MORE THAN ONE REMOTE CALL ROSTER

16.1 If a Clinical Academic is required to participate on more than one remote call roster, the Clinical Academic will be paid an allowance equal to the relevant percentage specified in 15.3 of the annual salary payable to a Clinical Academic for each roster on which the Clinical Academic participates.

17. RECALL

17.1 This clause 17 applies to Clinical Academics, other than Clinical Academics to whom clause 18 applies.

17.2 A Clinical Academic recalled to duty with the employing authority on any day other than in accordance with 17.3 and 17.4 where such recall is authorised, will be paid an additional 50% of the applicable Hourly Rate referred to in clause 17.6, 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 17.6, 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.

17.3 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 17.6, plus an hourly rate prescribed in Schedule 2.2 for each hour. Pro rata for part of an hour based on 15 minute segments.

17.4 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 17.6, plus an hourly rate prescribed in Schedule 2.3 for each hour. Pro rata for part of an hour based on 15 minute segments.

17.5 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.

17.6 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.

17.7 Each recall stands alone for the calculation of recall payments in clauses 17.2, 17.3 and 17.4.

17.8 "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.

- 17.9 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.

18. IMMEDIATE RECALL

- 18.1 This clause 18 applies to a Clinical Academic who is designated by the employing authority as a Clinical Academic on "immediate call".

18.1.1 For the purposes of this clause:

- (a) "A Clinical Academic on 'immediate call'" means a Clinical Academic who is designated by the Chief Executive Officer of the health unit or their delegate as meeting the following criteria:
 - (i) Is rostered on call pursuant to clause 15; and
 - (ii) Is likely to have to attend to patient/s where there is a risk of a life-threatening event or permanent disability; and
 - (iii) Is required to return to the applicable health unit site within thirty minutes.
- (b) Designation as a Clinical Academic on immediate call is subject to periodic review at least twice a year by the Chief Executive Officer of a health unit or their delegate, to ensure that the criteria is being satisfied.
- (c) 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.
- (d) Each recall stands alone for the calculation of recall payments.
- (e) '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.
- (f) 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.

- 18.2 A Clinical Academic designated by the employing authority as a Clinical Academic on "immediate call", may elect, in accordance with this sub-clause, to be paid either as per clause 18.3 or clause 18.4.

18.2.1 An election must be made and notified to the employing authority by not later than 31 May, and will have effect on and from 1 July, of each year during the operation of this Agreement.

18.2.2 A Clinical Academic employed on or after the date of approval may elect at the time of commencement of employment.

18.2.3 Where the employing authority 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 18.3.

- 18.3 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:
- 18.3.1 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 17.6, 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 17.6, 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.
 - 18.3.2 For a Sunday, will be paid an additional 100% of the applicable Hourly Rate referred to in clause 17.6, 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.
 - 18.3.3 For a Public Holiday, will be paid an additional 150% of the applicable Hourly Rate referred to in clause 17.6, plus an hourly rate prescribed in Schedule 2.6 for each hour. Pro rata for part of an hour based on 15 minute segments.
- 18.4 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:
- 18.4.1 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.
 - 18.4.2 For recall involving consultation only a Clinical Academic will receive:
 - (a) An additional 50% of the applicable Hourly Rate referred to in clause 17.6, 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.
- 18.5 Payment for recall under this clause 18 is in lieu of any payment for recall that would otherwise be made under this Agreement.

19. REIMBURSEMENT OF TRAVEL COSTS ASSOCIATED WITH RECALL

- 19.1 Clinical Academics who travel to work as a result of receiving a recall or immediate recall to work will:
- 19.1.1 Be reimbursed at the rates specified in the HR 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.

- 19.1.2 Be permitted to use a taxi at the employing authority's expense to travel to and from the workplace; or
- 19.1.3 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).
- 19.1.4 Be reimbursed any parking fees necessarily incurred.

20. TELEPHONE CALLS AND TELEMEDICINE

- 20.1 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 17.6 plus an hourly rate prescribed in Schedule 2.1.
- 20.2 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 17.6 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 17.6 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.

21. PUBLIC HOLIDAYS

- 21.1 For the purpose of this clause the following full-day 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.

- 21.2 Where a full-day 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.
- 21.3 A Clinical Academic who is rostered to work on a full-day 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. This provision is in lieu of any shift and weekend penalties.
- 21.4 A Clinical Academic who is rostered to work during the period of a part-day public holiday is entitled to time off for the period worked (to the nearest quarter hour) during the part-day public holiday. The time off is to be taken as soon as practicable after the applicable part-day public holiday.

22. ANNUAL LEAVE

- 22.1 A Clinical Academic will be entitled to annual leave, exclusive of paid public holidays falling during the period of leave, on the following basis:
 - 22.1.1 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).

- 22.1.2 If not so rostered or required to be on duty or on call in accordance with 22.1.1, 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).
- 22.2 Annual leave will be taken and earned in service years.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 Where a Clinical Academic is in receipt of a Managerial Allowance as provided for in clause 14 of this Agreement such allowance will continue to be paid during periods of annual leave.

23. SICK LEAVE

- 23.1 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.

24. FAMILY CARERS LEAVE

- 24.1 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.
 - 24.1.1 A 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;
 - 24.1.2 This 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;
 - 24.1.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

25. PAID MATERNITY/ADOPTION LEAVE

- 25.1 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purposes of this clause, maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 25.2 Subject to this clause, a Clinical Academic who has completed twelve (12) months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity leave or adoption leave (as applicable) ("the applicable maximum period"). "Adopted child" means a child under 16 years of age.
- 25.3 A Clinical Academic who at the time of commencing such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave):
- 25.3.1 Will be entitled to twenty (20) weeks ("the applicable maximum period").
- 25.4 The following conditions apply to a Clinical Academic applying for paid maternity or paid adoption leave under this clause:
- 25.4.1 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/surrogacy.
- 25.4.2 A Clinical Academic will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay (including the Managerial Allowance, Attraction and Retention Allowance and Continuous Duty Allowance, but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption/surrogacy leave is not to be extended by full-day or part-day public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 25.5 Paid maternity/adoption/surrogacy 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. At the time of applying for paid maternity leave or paid adoption leave, the Clinical Academic may elect in writing:
- 25.5.1 To take the paid leave in 2 periods split into equal portions during the first 12 months of the commencement of their paid leave; or
- 25.5.2 To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (including the Managerial Allowance, Attraction and Retention Allowance and Continuous Duty Allowance, but otherwise excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences; or
- 25.5.3 A combination of 25.5.1 and 25.5.2.
- 25.6 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.
- 25.7 Where both prospective parents are employees covered by this Agreement; or if the other prospective parent is an employee of SA Health who is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this Agreement but is employed by SA Health), the period of paid maternity/adoption/surrogacy leave (as applicable) may be shared by both employees, provided that the total period of paid maternity/adoption or surrogacy leave does not exceed the applicable maximum period and that the leave is taken in periods of not

less than four weeks and has regard to the operational needs of SA Health. Parents who are employees of SA Health but are covered by different enterprise agreements may only share a period of paid maternity/adoption/surrogacy leave arising under one or other enterprise agreement (i.e. it is not intended that a public sector employee would somehow have access to more than one entitlement to paid maternity/adoption/surrogacy leave in respect of a child/ren).

- 25.8 The entitlements in this clause will be in addition to the federal *Paid Parental Leave Act 2010 (Cth)* (as amended from time to time).

PAID PARTNER LEAVE

- 25.9 Subject to this clause, a Clinical Academic is entitled to access up to one calendar week (or the equivalent in hours) (pro rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full day/s within 3 months of the birth or adoption of the child/ren.
- 25.10 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within a health unit or DHW as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 25.11 Except in relation to an existing arrangement; health unit or DHW-specific paid partner leave policy; or a requirement of this clause, the administrative arrangements for taking this leave will generally be as applicable to Family Carer's Leave.

RETURN TO WORK FOLLOWING MATERNITY/ADOPTION LEAVE

- 25.12 A Clinical Academic, is entitled to return to work after maternity or adoption leave on a reduced workload, at the employee'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.
- 25.13 The following conditions apply to a Clinical Academic applying to reduce their workload with the employing authority:
- 25.13.1 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 employing authority such information as may reasonably be required, including the suggested reduced workload sought, and the date of the relevant child's second birthday.
- 25.13.2 At least 6 weeks prior to the relevant child's birthday, the Clinical Academic will advise the employing authority, 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.
- 25.13.3 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.

26. PROFESSIONAL DEVELOPMENT

- 26.1 The provisions of this clause are dependent upon the following:
- 26.1.1 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 SA Health Salaried Medical Officers Enterprise Agreement 2017 so as not to create disparity between Consultants and Clinical Academics.
- 26.2 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.

26.2.1 Operative from the first full pay period on or after the approval of this Agreement, a Clinical Academic will be entitled to access up to \$17,600 per annum (inclusive of any applicable FBT) for professional development expenses. This entitlement can be accumulated to \$35,200 in any one period of two years.

26.2.2 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.

26.3 Where a Clinical Academic has been reimbursed pursuant to clause 26.2.1 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.

26.4 To enable the current professional development anniversary date to be maintained, the increased amount stipulated in clause 26.2.1 above of \$400 per annum will be paid on a pro rata basis from the date of approval of this Agreement to the date prior to the anniversary.

27. DOMESTIC/FAMILY VIOLENCE

27.1 The Commissioner for Public Sector Employment has issued Determination 3.1 Employment Conditions – Hours of Work, Overtime and Leave, which includes Section F – Special Leave with Pay and Leave Without Pay, which provides for access to special leave with pay for employees suffering from or escaping domestic/family violence. Insofar as this Determination relates to Domestic/Family Violence, it applies to employees covered by this Agreement pursuant to Regulation 9(8) of the Public Sector Regulations 2010 (SA).

28. LEAVE WITHOUT PAY

28.1 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.

29. FLEXIBLE HOURS ARRANGEMENT (VOLUNTARY)

29.1 A Flexible Hours Arrangement (FHA) is an arrangement in which a Clinical Academic or a group of Clinical Academics voluntarily elects to be subject to a roster (however described) that requires the Clinical Academic or group to be in attendance and deliver clinical and/or other services at the particular service, unit or a department for rostered hours (or period/s) within one or more of the following:

29.1.1 Between 7.00am and 8.00am (incl.) Monday to Friday (incl.); or

29.1.2 Between 6.00pm and 10.00pm (incl.) Monday to Friday (incl.); or

29.1.3 Between 7.00am to 10.00pm (incl.) on any Saturday, Sunday, or Full-day or Part-day Public Holiday.

29.2 The employer may implement a FHA within, or in connection with, a particular service, unit or a department of a Health Unit or Site to apply to participating Clinical Academic (or group), subject to this clause.

29.3 The clinical head of a service, unit or a department (or delegate thereof) will be responsible for the development and implementation of a FHA, provided that one or

more clinical heads may jointly develop and implement a FHA within or amongst their respective services, units or departments. A reference in this clause to a 'clinical head' means the person who is designated or identified by the employer as the 'clinical head' of the service, unit or a department, and includes a delegate thereof.

- 29.4 A Clinical Academic or group of Clinical Academics within the particular service, unit or a department may voluntarily elect to participate in a FHA (a 'participating Clinical Academic (or group)').

29.4.1 Participation cannot be required or directed by the employer.

29.4.2 A Clinical Academic (or group) will not suffer a detriment by the employer by reason of non-participation or cessation of participation.

- 29.5 A participating Clinical Academic (or group) may cease their participation in a FHA by providing not less than eight weeks written notice to the applicable clinical head, provided that the last day of participation must coincide with the end of a roster cycle in which the Clinical Academic (or group) is participating or at the end of twelve weeks whichever is earlier. The clinical head may at their discretion accept an earlier cessation.

- 29.6 Nothing in this clause derogates from:

29.6.1 On-call or recall provisions, except as to attendance in accordance with a FHA; and

29.6.2 Provision of information by the employer to the Association in accordance with clause 6 Consultation.

- 29.7 Development of a FHA by a clinical head of a service, unit or a department (or if being developed jointly, by more than one clinical head) will have regard to:

29.7.1 Operational, clinical and/or service delivery requirements of the service, unit, department and/or applicable Health Unit or Site;

29.7.2 Clinical and non-clinical responsibilities and resources including teaching and supervision, professional service commitments, work/life balance, staff resources, Work Health and Safety (including opportunity to take a meal break and safe hours of work), and (as applicable) private practice arrangements.

- 29.8 A FHA roster:

29.8.1 Will be provided not less than four weeks prior to commencement of the FHA roster;

29.8.2 Will cease to operate with not less than 8 weeks' notice to participating Clinical Academics (or group) by the applicable clinical head, provided that a shorter period may be agreed by the participating Clinical Academic/s (or group);

29.8.3 May be varied by agreement as between the applicable clinical head and participating Clinical Academic/s (or group), whether as to times, cycle or otherwise.

- 29.9 A participating Clinical Academic will be entitled to the following additional payments in relation to a FHA:

29.9.1 All hours worked between 0700 and 0800 and between 1800 and 2200 Monday to Friday (inclusive): an additional 25% of the Hourly Rate applicable to that Clinical Academic.

29.9.2 All hours worked between 0700 and 2200 on a Saturday and/or Sunday: an additional 50% of the Hourly Rate applicable to that Clinical Academic.

29.9.3 All hours worked on a full-day Public Holiday or a part-day Public Holiday: an additional 150% of the Hourly Rate applicable to that Clinical Academic. This penalty is in lieu of the penalties payable in accordance with sub-clauses 29.9.1 and 29.9.2 hereof.

- 29.10 The time worked by a participating Clinical Academic in relation to a FHA will be recorded on his/her timesheet or roster record.

29.11 Nothing in this clause will be taken to:

29.11.1 Apply to rostering arrangements in, or provisions applicable to rostering of Clinical Academics working in: Accident and Emergency, Intensive Care Units and/or MedSTAR; or

29.11.2 Prevent the employing authority requiring a Clinical Academic/s to attend or deliver services in a medical emergency that necessitates as much medical care being available within a health unit, health unit site, service and/or a department during the period thereof.

30. FLEXIBILITY ARRANGEMENTS

30.1 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.

31. CONFIDENTIALITY

31.1 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.

31.2 Without limiting the generality of clause 31.1, 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 Academic 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.

31.3 The obligation as to confidentiality pursuant to this clause shall survive the termination of the Clinical Academic's employment with the employing authority.

31.4 Subject to clauses 31.1 and 31.2 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.

31.5 Any breach of clauses 31.1, 31.2 or 31.3 by a Clinical Academic may be grounds for disciplinary action.

32. JOB AND PERSON SPECIFICATION

32.1 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; or within the two year period, may be amended with the agreement of the employer and employee.

33. JOB PLANNING

33.1 Job planning is an annual process for Clinical Academics that defines the agreed duties, responsibilities and objectives of a position for the coming year. It provides clarity about the expectations, commitments and support required to achieve required outcomes, and ensures that resources are aligned with service priorities and plans. The objectives of Job Planning include:

33.1.1 Maximising quality outcomes.

- 33.1.2 Balancing and meeting both the clinical and non-clinical obligations of Clinical Academics.
- 33.1.3 Providing a framework which supports team and employee/employer communication.
- 33.1.4 Supporting the maintenance of competency and credentialing standards.
- 33.1.5 Providing feedback to the Clinical Academic to support individual performance review and development consistent with their job plan and job and person specification.
- 33.2 The job plan must be agreed with the employee's clinical unit head and documented at least annually but may be reviewed as necessary with any changes to service delivery, position description, or significant changes in the employee's circumstances that may affect the employee's duties or the delivery of services.
- 33.3 The job plan must reflect the average expected time to be spent by the Clinical Academic on clinical and non-clinical duties and responsibilities. It is acknowledged that both clinical responsibilities and non-clinical duties and responsibilities form part of a Clinical Academic's role.
- 33.4 With agreement of affected Clinical Academics the job planning process can be undertaken on an aggregated basis and specific duties shared between those Clinical Academics.

34. PRE-EMPLOYMENT SCREENINGS

- 34.1 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.
- 34.2 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.
- 34.3 The prospective Clinical Academic's consent will be obtained before seeking any such information.
- 34.4 If further screenings are required by the employing authority or pursuant to a legislative requirement during the period of an employee's engagement, the reasonable costs associated with each such check will be borne by the employing authority. If an employee applies for a new position the employee will meet the cost/s of screening/s required in relation thereto.

35. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

36. INDUSTRIAL DISPUTE RESOLUTION

- 36.1 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.
- 36.2 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.

- 36.3 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 36.4 Any grievance or dispute will be handled as follows:
- 36.4.1 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 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 DHW. |
- 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.
- 36.5 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.
- 36.6 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.
- 36.7 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 SAET. 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.
- 36.8 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.
- 36.9 These procedures are for dealing with industrial disputes or likely industrial disputes and not personal grievances. Personal grievances will be dealt with pursuant to the HR Manual.

37. DISCLOSURE OF INFORMATION

- 37.1 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.

38. NO EXTRA CLAIMS COMMITMENT

- 38.1 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).
- 38.2 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.
- 38.3 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

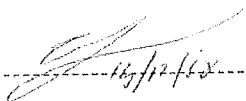
industrial action or activity adverse to, or that result in, disruption to the delivery of health services or limitation in the usual performance of duties, including threatened resignation in pursuit of any further or other claims.


39. NOT TO BE USED AS A PRECEDENT

- 39.1 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.

40. SIGNATORIES

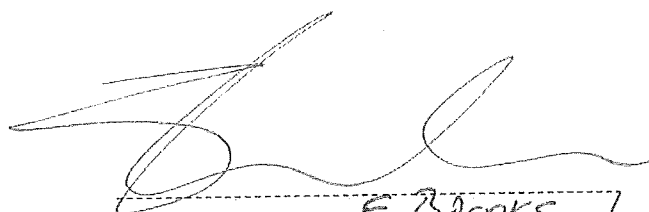
SIGNED FOR AND ON BEHALF OF THE DEPARTMENT FOR HEALTH AND WELLBEING:



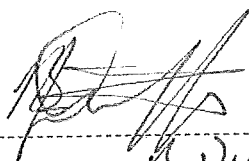


Witness 13/12/2018

SIGNED FOR BY EXECUTIVE DIRECTOR, INDUSTRIAL RELATIONS AND POLICY,
DEPARTMENT OF TREASURY AND FINANCE AS DELEGATE OF THE CHIEF
EXECUTIVE, DEPARTMENT OF THE PREMIER AND CABINET (AS THE DECLARED
EMPLOYER FOR PUBLIC SECTOR EMPLOYEES UNDER THE FAIR WORK (GENERAL)
REGULATIONS 2009):

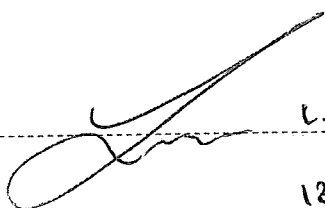


E. BROOKS 11/12/2018




Witness B DUFFY
11/12/2018

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



L. WILKINGTON
13/12/18



Witness B MCKHOLLAND
13/12/2018

SCHEDULE 1: MANAGERIAL ALLOWANCES

	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2018	first full pay period to commence on or after 14 April 2019	first full pay period to commence on or after 14 April 2020
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Small Unit or Sub-Unit of a Large Unit	\$8,253	\$8,459	\$8,671	\$8,888	\$9,110
Large Unit	\$19,363	\$19,847	\$20,343	\$20,852	\$21,373
Divisional/Clinical Director	\$34,282	\$35,139	\$36,018	\$36,918	\$37,841
Clinical Services Director	\$58,179	\$59,633	\$61,124	\$62,652	\$64,219

SCHEDULE 2: RECALL & IMMEDIATE RECALL: ADDITIONAL PAYMENTS

RECALL

	Current	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2017
	Clinical Academic matched to Consultant step 1 to 4 \$ per hour (pro rata for part)	Clinical Academic matched to Senior Consultant step 5 to 9 \$ per hour (pro rata for part)	Clinical Academic matched to Consultant step 1 to 4 \$ per hour (pro rata for part)	Clinical Academic matched to Senior Consultant step 5 to 9 \$ per hour (pro rata for part)
Schedule 2.1: Any day other than a Sunday or Public Holiday (first three hours), telephone calls & telemedicine	\$16.50	\$27.50	\$18.15	\$30.25
Schedule 2.2: Any day other than a Sunday or Public Holiday (after first three hours) & Sunday	\$22.00	\$38.50	\$24.20	\$42.35
Schedule 2.3: Public Holiday	\$27.50	\$49.50	\$30.25	\$54.45

IMMEDIATE RECALL

	Current	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2017
	Clinical Academic matched to Consultant step 1 to 4 \$ per hour (pro rata for part)	Clinical Academic matched to Senior Consultant step 5 to 9 \$ per hour (pro rata for part)	Clinical Academic matched to Consultant step 1 to 4 \$ per hour (pro rata for part)	Clinical Academic matched to Senior Consultant step 5 to 9 \$ per hour (pro rata for part)
Schedule 2.4: Any day other than a Sunday or Public Holiday 8am to midnight (first three hours)	\$33.00	\$55.00	\$36.30	\$60.50
Schedule 2.5: Any day other than a Sunday or Public Holiday 8am to midnight (after first three hours) & Sunday	\$44.00	\$77.00	\$48.40	\$84.70
Schedule 2.6: Public Holiday	\$55.00	\$99.00	\$60.50	\$108.90

	Current	Current	first full pay period to commence on or after 14 April 2017	first full pay period to commence on or after 14 April 2017
	Clinical Academic matched to Consultant step 1 to 4 \$ per hour (pro rata for part)	Clinical Academic matched to Senior Consultant step 5 to 9 \$ per hour (pro rata for part)	Clinical Academic matched to Consultant step 1 to 4 \$ per hour (pro rata for part)	Clinical Academic matched to Senior Consultant step 5 to 9 \$ per hour (pro rata for part)
Schedule 2.4a: Any day other than a Sunday or Public Holiday midnight to 8am (first three hours)	\$99.00	\$132.00	\$108.90	\$145.21
Schedule 2.5a: Any day other than a Sunday or Public Holiday midnight to 8am (after first three hours)	\$110.00	\$154.00	\$121.00	\$169.40
Schedule 2.5b: Sunday midnight to 8am (after the first three hours)	\$99.00	\$132.00	\$108.90	\$145.20