



The Agreement Explained

The Proposed SA Health Clinical Academics Enterprise Agreement 2024 (the Proposed Agreement) has been the subject of negotiations and discussions between the Industrial Relations and Policy Branch, Attorney-General's Department on behalf of the declared employer, the Chief Executive, Attorney-General's Department, Department for Health and Wellbeing (DHW), and the South Australian Salaried Medical Officers Association (SASMOA) in relation to the content of the Proposed Agreement. A ballot of Clinical Academics to determine support for the proposed Agreement is to take place. If a majority of employees who vote support this Proposed Agreement (i.e., vote Yes), an application under the Fair Work Act 1994 will be made to the South Australian Employment Tribunal (SAET) for approval. The Proposed Agreement will only have effect if it is approved by the SAET.

This explanatory document:

- Should be read in conjunction with the proposed Agreement. The Proposed Agreement and the SA Health Clinical Academics Enterprise Agreement 2018 (the current agreement) can be found on the SA Health website at www.sahealth.sa.gov.au/enterprisebargaining. You can also obtain a copy from your Human Resources Section;
Explains the effect of the terms of the Proposed Agreement;
Identifies differences between the Proposed Agreement and the current Agreement;
Identifies the procedures in the Proposed Agreement for preventing and settling industrial disputes;
Indicates whether any term of the Proposed Agreement will exclude any term/s of any industrial instrument/s that currently apply to employees; and
Informs employees of their rights to be represented in relation to proceedings for approval of the Proposed Agreement.

Note: Under the Fair Work Act 1994, an agent of the employee's choice or a registered association of employees may represent an employee proposed to be covered by an Agreement.

Clause 1 Enterprise Agreement

This clause identifies the Proposed Agreement, and the part of the Fair Work Act 1994, under which it is made. The term of the Proposed Agreement is for a period commencing from date of approval in the SAET and nominally expiring on 2 February 2025. There is a similar clause in the current Agreement.

Clause 2 Parties Bound

This clause identifies those who are covered by and those excluded from the Proposed Agreement. The declared employer for public sector employees is now the Chief Executive, Attorney-General's Department; this clause has been updated to reflect the new declared employer.

The Proposed Agreement is binding on the Chief Executive, Attorney-General's Department; the Chief Executive, DHW; Clinical Academics and SASMOA.

The Proposed Agreement does not cover the specified groups of employees who are covered by other Agreements (Salaried Medical Officers, Visiting Medical Specialists, Visiting Neurosurgeons).

Clause 3 Background

This clause acknowledges the particular contribution that Clinical Academics make to the health system, especially in relation to their training of high quality medical officers. Clause 3 of the current Agreement contains an identical clause.

Clause 4 Definitions

Like the current Agreement, this clause defines certain terms and abbreviations used in the Proposed Agreement to clarify the intent.

This clause is the same as the current Agreement.

Clause 5 Objects, Commitments and Ongoing Improvement

There are similar provisions in the current Agreement. This clause has been updated to include reference the South Australian Health and Wellbeing Strategy 2020-2025 and to include a subclause relating to Respectful Behaviour.

The subclauses relating to criteria led discharge in the current Agreement have been removed from the Proposed Agreement.

Clause 6 Consultation

This is the same as the clause in the current Agreement. This clause provides a commitment to a number of consultative principles.

Clause 7 Contract of Employment

This clause is the same as the current Agreement. This clause explains the nature of the contract of employment with the employing authority having regard to the nature of the Clinical Academic's appointment with the relevant University. The clause also explains the status of a Clinical Academic's employment with the employing authority upon the cessation or termination of tenure/contract of service with the relevant University. It also explains cessation or termination of employment with the employing authority.

Clause 8 No Incorporation of Terms

There is a similar clause in the current Agreement. This clause provides that no right, entitlement or condition of employment provided by the SA Medical Officers Award, the SA Health Salaried Medical Officers Enterprise Agreement (SMOEA) 2022 (SMOEA 22) or the DH Salaried Medical Officers Private Practice Agreement 2008 shall, by the Proposed Agreement, be conferred upon a Clinical Academic. Further, no right, entitlement or condition of employment applying to University employees under various industrial instruments will be applicable to Clinical Academics. The clause has updated references to the applicable University industrial instruments.

Clause 9 Compliance with Public Sector and Employer Policy/ Procedure etc

This clause is the same as the current Agreement. This clause provides that a Clinical Academic will comply with the Code of Ethics for the South Australian Public Sector as well as any other relevant policy, procedure or regulation introduced or amended by the employing authority.

Clause 10 Academic Freedom

This clause is the same in the current Agreement. This clause provides that nothing in the Proposed Agreement will limit the reasonable academic freedom of a Clinical Academic in the pursuit of research and teaching, consistent with their status as an Academic at their respective University.

Clause 11 Salary Rates

This clause is similar to the current Agreement. This clause outlines the formula for calculating a Clinical Academic's salary for duties performed pursuant to their contract of employment with the employing authority. The formula is A – B, where:

A is the salary outlined in Schedule 1.1 of the SMOEA 2022 matched to the Consultant/Senior Consultant classification.

B is the salary and clinical loading payable to a Clinical Academic by the University in accordance with the Flinders University Enterprise Agreement 2023-2026, or its successor Agreements; or the University of Adelaide Enterprise Agreement 2023-2025, or its successor Agreements; or total remuneration including clinical loading payable to a Clinical Academic by the University pursuant to any other industrial instrument.

This clause has been updated to refer to the new SMOEA 2022, which includes salary increases for Consultants/Senior Consultants operative 14 April 2021, 2022, 2023 and 2024 and to refer to the most recent University Enterprise Agreements.

The salary range for a Consultant commencing from 14 April 2021 is \$217,649 to \$247,523. The range commencing from 14 April 2022 is \$220,914 to \$251,236 per annum. The range commencing from 14 April 2023 is \$224,228 to \$255,004 and commencing from 14 April 2024 the range is \$227,591 to \$258,829 per annum.

The salary range for a Senior Consultant commencing from 14 April 2021 is \$256,059 to \$286,784. The range commencing from 14 April 2022 is \$259,900 to \$291,086 per annum. The range commencing from 14 April

2023 is \$263,799 to \$295,452 and [the range commencing](#) from 14 April 2024 is \$267,755 to \$299,884 per annum.

#### Clause 12 Attraction and Retention Allowances

This clause is the same as the current Agreement. The clause provides for payment of Attraction and Retention Allowances to categories of Clinical Academics, and the arrangements and conditions that apply.

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

<sup>1</sup> 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.

<sup>#</sup> A Rehabilitation Clinical Academic may make an election under clause 12.6 to come within the category of "Other Clinical Academics".

The Attraction and Retention Allowance will be calculated on the appropriate salary specified in clause 11.2 of the Proposed Agreement excluding all allowances; will not be used in the calculation of remote call and recall payments; is payable during periods of paid leave, although not for payment in lieu of leave on termination; is not considered "Base Salary" in a private practice Memorandum of Agreement (MOA) with the employing authority and does not derogate from earnings received by a Clinical Academic in accordance with a private practice MOA.

The Attraction and Retention Allowance will absorb and operate in substitution for any other allowance (except Remote Call and Managerial Allowances), the Continuous Duty Allowance and any over award or 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 Proposed Agreement).

Payment of the Attraction and Retention Allowance is contingent on compliance with specified obligations including: involvement in teaching junior medical staff, trainees and medical students; being at the relevant health unit/s for all nominal rostered days; and making all reasonable and best efforts to exercise private practice arrangements to their full extent (where applicable).

A Rehabilitation Clinical Academic can elect to come within the category of "Other Clinical Academics" for the purposes of the attraction and retention clause, 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.

The clause also provides that the parties agree that for the life of this Proposed 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 Proposed Agreement no further allowance/loading/payment of any sort whatsoever will be sought by SASMOA 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.

#### Clause 13 Salary Sacrifice Arrangements

This clause is the same as the current Agreement. Salary sacrificing will again be available for the life of the Proposed Agreement. This clause outlines what a Salary Sacrifice Agreement is and contains a definition of "salary" for the purpose of salary sacrifice arrangements.

#### Clause 14 Managerial Allowances

This clause explains the applicability of Managerial Allowances and provides for increases as detailed in Schedule 1 from 14 April 2021, 14 April 2022, 14 April 2023 and 14 April 2024. The clause provides that all managerial appointments will be made with a minimum period of 1 year up to a maximum of 5 years with the option of either party to withdraw from the appointment by giving 3 months' notice.

The clause has been updated to include provision for the Clinical Services Director Managerial Allowance to reflect clause 4.3.2.5 of the SA Medical Officers Award. The rates for the Clinical Services Director Managerial Allowance will increase in line with the other levels of Managerial Allowance.

#### Clause 15 Remote Call

This clause is the same as the current Agreement which provides for the obligation of Clinical Academics to be available for rostering on Remote Call, and to treat patients if recalled to duty.

#### Clause 16 Clinical Academics Required to Participate on More Than One Remote Call Roster

This is the same as the current Agreement and provides that where a Clinical Academic is required to participate on more than one remote call roster, they will be paid the applicable allowance for each roster on which they participate.

#### Clause 17 Recall

There is a similar clause in the current Agreement. Provision is made for hourly rates in relation to the specified circumstances of recall.

- A Clinical Academic recalled to duty on any day other than a Sunday or Public Holiday where such recall is authorised, will be paid an additional 50% of the applicable Hourly Rate plus an hourly rate as prescribed in Schedule 2.1 for the first 3 hours, and an additional 100% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 2.2 for each hour thereafter.
- A Clinical Academic recalled to duty on a Sunday where such recall is authorised, will be paid an additional 100% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 2.2 for each hour.
- A Clinical Academic recalled to duty on a Public Holiday where such recall is authorised, will be paid an additional 150% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 2.3 for each hour.

The Proposed Agreement specifies that recall is pro rata for part of an hour based on 15 minute segments, the definition of "Recalled to duty" and the commencement and end of a recall period.

#### Clause 18 Immediate Recall

This clause is the same as the current Agreement. This clause applies to a Clinical Academic who is designated by the Chief Executive Officer or their delegate as a Clinical Academic on immediate recall who meets the following criteria: is rostered on call pursuant to clause 15; is likely to have to attend to patient/s where there is a risk of a life threatening event or permanent disability; and is required to return to the applicable health unit site within thirty minutes. Designation as a Clinical Academic on immediate call is subject to a periodic review at least twice a year by the CEO of a health unit or their delegate.

Those Clinical Academics who are designated as being on Immediate Recall as at the date of approval of the Proposed Agreement should remain as designated on immediate call, subject to the next period review by the CEO of the relevant health unit or their delegate.

The clause permits the designated Clinical Academic to elect the option to receive recall payments derived from Commonwealth Medicare Benefits Schedule (CMBS) rates; or the option to receive recall payment based on hourly rates plus, depending when worked, an additional payment as outlined in Schedule 2.

If the Clinical Academic elects to be paid an hourly rate:

- For any day other than a Sunday or Public Holiday, will be paid an additional 50% of the applicable Hourly Rate plus an hourly rate as prescribed in Schedule 2.4 for the first 3 hours, and an additional 100% of the applicable Hourly Rate plus an hourly rate prescribed in Schedule 2.5 for each hour thereafter. 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).
- For a Sunday, will be paid an additional 100% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 2.5 for each hour. After the first three (3) 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).

- For a Public Holiday, will be paid an additional 150% of the applicable Hourly Rate, plus an hourly rate prescribed in Schedule 2.6 for each hour.
- Rates are pro rata for part of an hour based on 15 minute segments.

If the Clinical Academic elects to receive recall payments derived from CMBS rates the Clinical Academic will be paid:

- For recall involving procedural work:  
CMBS payment plus 30% for the first item number;  
75% of the CMBS payment plus 30% (of the 75%) for the second item number;  
75% of the CMBS payment plus 30% (of the 75%) for the third item number.
- For recall involving consultation only:  
A minimum of three (3) hours at an additional 50% of the Consultant's applicable Hourly Rate plus an hourly rate as prescribed in Schedule 2.4 for each hour.

#### **Clause 19 Reimbursement of Travel Costs Associated with Recall**

This clause is the same as clause 19 in the current Agreement. It provides that all Clinical Academics who travel to work as a result of receiving a recall or immediate recall to work will be reimbursed at the rates specified in the HR Manual for the use of private motor vehicle for the journey to and from the workplace using the shortest, most practical route. The clause also enables a Clinical Academic to elect a deeming arrangement that will facilitate reimbursement for motor vehicle travel when being recalled.

#### **Clause 20 Telephone Calls and Telemedicine**

Clause 20 of the current agreement has been amended to reflect an updated and broader definition of telemedicine. It also provides that the same remuneration conditions will apply to both telephone and telemedicine work performed at home. The requirement is no longer subject to receiving more than three telephone calls.

#### **Clause 21 Public Holidays**

This clause is the same as the current Agreement. It provides for entitlements for full-day public holidays and contains the entitlements of Clinical Academics associated with full-day public holidays, where they are rostered to work on a full-day public holiday or do not work on a full-day public holiday because it is a rostered day off.

Where 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.

#### **Clause 22 Annual Leave**

This clause is the same as the current Agreement. It provides for the entitlement of 28 calendar days per service year of annual leave. An additional entitlement of seven (7) calendar days per service year of annual leave is provided to Clinical Academics rostered: regularly over seven (7) days of the week; or on duty or on call on seven (7) days of the week (including Sundays and Public Holidays). It includes rules regarding such matters as the taking and deferment of annual leave and relevant payments.

#### **Clause 23 Sick Leave**

This clause is the same as the current Agreement. It provides that Clinical Academics who work for the employing authority for five days a week on average will be entitled to 12 days paid sick leave per year. Those who work for the employing authority for less than 5 days per week will be entitled to a pro-rata amount of sick days.

#### **Clause 24 Family Carers Leave**

This clause has been updated to remove the cap of 10 days on the amount of Family Carer's Leave that can be accessed from an employee's normal sick leave entitlement in any one (1) year, to provide support for a sick family member.

#### **Clause 25 Paid Maternity/Adoption/Surrogacy Leave**

This clause is similar to the current Agreement. It has been updated to increase Paid Partner Leave at clause 25.9 to two (2) calendar weeks (i.e., 10 working days) (pro rata for part time) from their accrued sick leave entitlement. The clause also now includes provisions for Employees who are Breastfeeding (clause 25.14-25.17). [The title has also been updated to include surrogacy, which is already referenced in the body of the clause and is consistent with the similar provision at clause 12.6-12.9 in the SMOEA 22.](#)

#### **Clause 26 Professional Development**

Professional Development (PD) reimbursement entitlements have been increased consistent with the amount available to consultants under the SMOEA 22. The Proposed Agreement provides for an increase to reimbursement for professional development expenses ~~in 2024~~[from the first full pay period after approval](#) to \$22,000 per annum (inclusive of any applicable FBT). The time and reimbursement can be accumulated in any period of two (2) years, up to \$44,000.

To address the difference in PD entitlement between the SMOEA 2022 and the Proposed Agreement, an additional one-off entitlement of \$13,200 for professional development expenses will be available for the 2024 PD year only and any unused component will be accessible until the end of the 2025 PD year (13 April 2026).

Professional development means professional development approved by a direct line manager having regard to a performance development plan (absence of plan will not preclude approval).

#### **Clause 27 Domestic/Family Violence**

This clause is the same as the current Agreement. It provides employees with access to Domestic/Family Violence leave in accordance with Commissioner's Determination 3.1 – Section F.

#### **Clause 28 Leave Without Pay**

This clause is the same as the current Agreement.

#### **Clause 29 Flexible Hours Arrangement (Voluntary)**

This clause is the same as the current Agreement. It provides for the implementation by SA Health of Flexible Hours Arrangements (FHA) to apply on a voluntary basis to Clinical Academics. A 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:

- Between 7.00am and 8.00am (incl.) Monday to Friday (incl.); or
- Between 6.00pm and 10.00pm (incl.) Monday to Friday (incl.); or
- Between 7.00am to 10.00pm (incl.) on any Saturday, Sunday, or on a Full-day or Part-day Public Holiday.

#### **Clause 30 Flexibility Arrangements**

This clause is the same as the current Agreement. It provides the opportunity for flexibility arrangements to be agreed to between the Clinical Academic and employing authority. This may enable Clinical Academics to work in excess of their regular workload and take this accumulated service in lieu so that they can attend conferences and other academic events.

#### **Clause 31 Confidentiality**

This clause is the same as the current Agreement. The clause outlines the obligation for Clinical Academics to treat as confidential all information of any of the medical or business affairs of the employing authority or the employing authority's patients.

#### **Clause 32 Job and Person Specification**

This clause is the same as the current Agreement. It details the requirement to provide and review at least every two years the job and person specification relevant to their position for all employees. It also provides that the job and person specification may be amended within the two-year period with the agreement of the employer and employee.

#### **Clause 33 Job Planning**

This clause is the same as the current Agreement. It includes an annual job planning process for Clinical Academics that defines the agreed duties, responsibilities and objectives of the Clinical Academic for that year. The job plan must be agreed with the employee's clinical head and documented at least annually but may be reviewed as necessary. The job plan will reflect the average expected time to be spent on clinical and non-clinical duties and responsibilities.

#### **Clause 34 Pre-Employment Screenings**

This clause is the same as the current Agreement. This provision allows for Police or other checks to be made in respect of any prospective employee. The employer must first gain permission from the prospective employee before a check can be made. Information gained through such checks is kept confidential and cannot be shared with any third parties.

**Clause 35 Other Terms and Conditions of Employment**

This clause is the same as the current Agreement. This clause outlines that terms and conditions of employment that are not specifically referred to in this Proposed Agreement, can be found in the HR Manual.

**Clause 36 Industrial Dispute Resolution**

This clause is the same as the current Agreement. This clause details the process for dealing with any grievances or disputes that may occur during the life of the Proposed Agreement.

**Clause 37 Disclosure of Information**

This clause is the same as the current Agreement. This clause provides for the disclosure of information of the terms and conditions of employment of a Clinical Academic between the employing authority and the University.

**Clause 38 No Extra Claims Commitment**

This clause is the same as the current Agreement. The Proposed Agreement is taken to have satisfied and discharged all claims of any description as to monies or conditions; and includes an undertaking to not engage in or support any action or activity that would result in disruption to the delivery of health services or limitation in the usual performance of duties, including threatened resignation.

**Clause 39 Not to be Used as a Precedent**

This clause is the same as the current Agreement. This clause specifies that this Proposed Agreement shall not be used as a precedent elsewhere in the public sector.

**Clause 40 Car Parking**

This is a new clause. It provides for arrangements for hospital car parking for clinical academics at South Australian metropolitan hospitals, consistent with the arrangements in the *Nursing/Midwifery (South Australian Public Sector) Enterprise Agreement 2022* and the *SA Health Visiting Medical Specialists Enterprise Agreement 2023*. Those employees who have a SA Health/LHN issued permit for on-site/designated hospital car parking, a maximum fortnightly charge of \$2.50 per day for car parking will apply. For employees who cannot access on-site car parking, free public transport will be available upon presentation of valid hospital identification.

**Clause 41 Review and Implementation of Leave Recording on Payslips**

This is a new clause. DHW commits to a review and implementation of the recording of leave on payslips within three (3) months of the approval of this Proposed Agreement.

Schedule 2.3	\$32.07	\$57.72
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\$ per hour (pro rata for part)	Clinical Academic matched to Consultant step 1 to 4 salary	Clinical Academic matched to Senior Consultant step 5 to 9 salary
Schedule 2.4	\$38.48	\$64.13
Schedule 2.5	\$51.30	\$89.78
Schedule 2.6	\$64.13	\$115.43

**Midnight – 8am**

\$ per hour (pro rata for part)	Clinical Academic matched to Consultant step 1 to 4 salary	Clinical Academic matched to Senior Consultant step 5 to 9 salary
Schedule 2.4a	\$115.43	\$153.91
Schedule 2.5a	\$128.26	\$179.56
Schedule 2.5b	\$115.43	\$153.91

**Schedule 1 Managerial Allowances**

Schedule containing the Managerial Allowances (refer clause 14), with operative dates from the first full pay period on or after 14 April 2021, 14 April 2022, 14 April 2023, and 14 April 2024.

	Current	ffpp on or after 14 April 2021	ffpp on or after 14 April 2022	ffpp on or after 14 April 2023	ffpp on or after 14 April 2024
	\$ per annum	\$ per annum	\$ per annum	\$ per annum	\$ per annum
Small Unit or Sub-unit of a Large Unit	\$9,110	\$9,247	\$9,385	\$9,526	\$9,669
Large Unit	\$21,373	\$21,694	\$22,019	\$22,349	\$22,685
Divisional/Clinical Director	\$37,841	\$38,409	\$38,985	\$39,570	\$40,163
Clinical Services Director	\$64,219	\$65,182	\$66,160	\$67,152	\$68,160

**Schedule 2 Recall and Immediate Recall: Additional Payments**

Schedule containing the additional dollar amounts per hour (pro rata for part) to apply to Clinical Academics depending on the time of the recall (refer clauses 17 and 18).

Rates in Schedule 2 for recall have been increased by 6% on and from the first full pay period commencing on or after 14 April 2021 as follows:

\$ per hour (pro rata for part)	Clinical Academic matched to Consultant step 1 to 4 salary	Clinical Academic matched to Senior Consultant step 5 to 9 salary
Schedule 2.1	\$19.24	\$32.07
Schedule 2.2	\$25.65	\$44.89