

SOUTH AUSTRALIAN INSTITUTE OF MEDICAL EDUCATION AND TRAINING("SA IMET")

TRAINEE MEDICAL OFFICER COMPUTER MATCHING SERVICE

TERMS AND CONDITIONS

PREAMBLE:

SA IMET supports the education, training and career development of South Australian junior medical officers.

The Computer Matching Service administered by the SA IMET is governed by the following Terms and Conditions. By participating in the Computer Matching Service, candidates and hospitals/health services agree to be bound by these Terms and Conditions.

The Computer Matching Service allows for:

1. the confidential preference ranking of applicants by all hospitals/health services participating in the Matching Service
2. the confidential preference ranking of hospitals/health services by candidates who are eligible to participate

The Computer Matching Service does not guarantee placement or employment and does not entail offers or acceptance of employment; actual placement and employment are matters for agreement between Candidates and hospitals/health services following a matching process.

Positions offered through the matching service are offered on a full-time, minimum 12 month contract. Any positions or candidates who cannot fulfil this requirement are not eligible to participate in the matching service. Negotiations can be made directly with hospitals.

Candidates may apply to enter the Computer Matching Service and submit their list of hospital/health service preferences but participation in the match is subject to a candidate satisfying the eligibility criteria.

DEFINITIONS

"Hospital/Health Service Representative":

refers to any hospital employee involved in the process of selection and recruitment of junior staff (eg TMO Manager, Medical Administrator, Clinician, Director of Medical Services, Medical Education Officer, Supervisor or Director of Clinical Training)

"Candidate":

refers to any person who has submitted an application to participate in the SA IMET Computer Match

A. GENERAL

1. Participation in the Matching Service signifies that both candidates and hospitals agree to abide by the Matching results.

Candidates must accept the position to which they have been matched unless they obtain a written release from the hospital concerned.

Hospitals cannot accept a candidate who has been matched to another hospital in the Matching Service unless that candidate has a written release from the hospital concerned

2. The preferences of participating candidates and hospitals are personal and confidential.

No attempt, direct or indirect, may be made by either party to discover the preference rankings of the other before the Matching takes place.

3. A candidate or a hospital may withdraw from the Matching Service or make changes to the order of preferences only by advertised closing date and in accordance with the advertised procedures.
4. Notwithstanding anything to the contrary in these Terms and Conditions, SA IMET may, in its absolute discretion, refuse to accept and include in the Match in any year:
 - a "Candidate's application" in respect of any candidate who at any previous time has failed for any reason to accept the appointment by a hospital with which the candidate was matched by the Matching Service, or who resigned from his or her employment with the hospital within a period of six (6) months of the candidate's appointment or who has been lawfully dismissed by the hospital from his or her appointment with or without notice for serious misconduct or for failure to comply with the terms of the Candidate's contract of employment at a hospital; and
 - a "Hospital's ranking list" in respect of any hospital which at any previous time has failed for any reason to appoint a candidate with whom the hospital was matched by the Matching Service or which has dismissed an appointee matched by the Match without reasonable cause.
5. The instructions to candidates and hospitals as set out in the "Application Process" & "Guidelines" are to be read as forming part of these Terms and Conditions.
6. Application to use the Computer Matching Service by a candidate or a hospital implies acknowledgment of these Terms and Conditions and agreement to abide strictly by them.

B. CONDUCT OF THE MATCHING PROCESS

1. **The preferences of participating candidates and hospitals/health services are personal and confidential.**

No attempt, direct or indirect, may be made by either party to discover the preference ratings of the other before the Matching takes place. Under no circumstances may either the candidate or hospital/health service representative request information about their intended ranking.

Candidates and hospital/health service representatives may express a high degree of interest in the other and try to influence the outcome but must not make any statement, oral or written, which signifies a commitment to offer or change a rank. Candidates shall not be asked by a hospital/health service to identify a rank, or offer to change a rank; candidates may express an interest and indicate that they may rank the hospital/health service as a high preference but this is not seen as a commitment; a hospital/health service representative may not state or indicate that a candidate will definitely be ranked in their quota.

Examples of practices deemed to be unsuitable and contrary to these Terms and Conditions include:

- A candidate pressured by a hospital/health service representative to reveal the ranking of the hospital/health service in the candidates application.
- A candidate pressured to sign an offer/contract prior to the conduct of the Match.

If a hospital/health service is in the practice of sending out letters following an interview, such letters shall not contain any promises or implied statements, which suggest a particular ranking and that an offer will be made. Such letters are not binding and are not part of the formal Matching process.

2. **Participation in the Service signifies that both candidates and hospitals/health services agree to abide by the Matching results.**

Candidates must accept the position to which they have been matched unless they obtain a written release from the hospital/health service concerned. The circumstances under which a "release" may be contemplated must normally be "exceptional" and related to hardship. For example, a seriously ill family member requiring relocation, transfer of partner to another location, personal health issue.

Hospitals/health services may not accept a candidate who has been matched to another hospital/health service in the Match unless that candidate has this release. A copy of the release must be forwarded to the SA IMET office. Details of matched candidates will be available to Hospitals/Health Services to verify whether particular candidates have been matched. This information is strictly private and confidential and should only be used for this verification purpose.

A candidate should **not** be released from a matched position in order to accept a position elsewhere, unless exceptional circumstances have been satisfied.

Hospitals/health services must accept the candidates who have been matched to their positions.

3. **Withdrawal from the Computer Matching Service**

A candidate may withdraw from the Computer Matching Service or change preferences by contacting SA IMET before the advertised closing date.

4. **Candidate applications to hospitals/health services outside the Computer Matching Service**

A candidate may submit a ranked priority list to the Matching Service and at the same time submit an application for positions outside the Match (eg interstate, private hospitals, mental health services or overseas). However if notification of successful allocation has been received from the non-match position and this is a candidate's higher priority, then the candidate is to withdraw from the SA IMET matching process prior to the closing date.

Remaining in the match after the final closing date signifies agreement to abide by the regulations of the matching service,

5. **Discretion to refuse to accept and include in the Service in any year**

Candidates and hospitals/health services may be unable to participate in the Matching Service in any year under the following circumstances:

- a) a "Candidate's application" in respect of any candidate who at any previous time has failed for any reason to accept an appointment to a hospital/health service with which the candidate was matched by the Service or who resigned from his or her employment with the hospital/health service within a period of six (6) months of the candidate's appointment or who has been lawfully dismissed by the hospital/health service from his or her appointment with or without notice for serious misconduct or for failure to comply with the terms of the employment contract; and
- b) a "Hospital's ranking list" in respect of any hospital/health service which at any previous time has failed for any reason to appoint a candidate with whom the hospital/health service was matched by the Service or which has dismissed an appointee matched by the Service without reasonable cause.

Results of the Match

The results of the Computer Match will be sent to both candidates and hospitals from the SA IMET. Both hospitals/health services and candidates will receive information regarding their own personal matching results.

C. PERSONAL INFORMATION

1. SA IMET may disclose relevant information to those involved in these processes and procedures either on a de-identified basis or, where relevant, on an identified basis, particularly to parties in the matching service. Hospitals participating in the matching service undertake to use the information provided only for selection purposes and not to disseminate any personal information to any other persons not involved in the selection process.
2. A hospital may retain a candidate's CV and Referee Assessment Forms if that candidate is matched to, or accepts, an unmatched post. Documentation submitted by candidates who were not matched or offered a post, will be held, used and stored and in accordance with the legislative obligations and policies of the Department of Health.
3. Hospitals will receive details of all candidates matched to all hospitals in this process. This information may be used only to verify the status of candidates, and for no other purpose.
4. Participants in the SA IMET's processes, particularly its matching service, consent to the collection, use and disclosure of information on this basis.