

Clinical Academics Employed in the NSW Health Service

Summary This Policy Directive sets out the arrangements under which the duties and functions of Clinical Academics are to be performed.

Document type Policy Directive

Document number PD2019_055

Publication date 20 November 2019

Author branch Workplace Relations

Branch contact (02) 9391 9373

Replaces PD2010_036

Review date 20 November 2024

Policy manual Not applicable

File number 19/4528

Status Active

Functional group Personnel/Workforce - Conditions of employment, Industrial and Employee Relations

Applies to Local Health Districts, Board Governed Statutory Health Corporations, Chief Executive Governed Statutory Health Corporations, Specialty Network Governed Statutory Health Corporations, Affiliated Health Organisations, Public Health System Support Division, Public Hospitals

Distributed to Ministry of Health, Public Health System, NSW Ambulance Service, Health Associations Unions

Audience Administration and Clinical Staff

CLINICAL ACADEMICS EMPLOYED IN THE NSW HEALTH SERVICE

PURPOSE

This Policy Directive is to facilitate the work of Clinical Academics in the NSW public health system and to define the arrangements under the duties and functions involved in such work.

MANDATORY REQUIREMENTS

Public health organisations must comply with the terms of this Policy Directive for the purposes of providing services to patients in public hospitals, and medical practitioners who are employed as staff at a NSW School of Medicine University.

IMPLEMENTATION

Directors of Workforce and Human Resources must comply with the terms and conditions detailed in the attached procedures document.

REVISION HISTORY

Version	Approved by	Amendment notes
November-2019 (PD2019_055)	Deputy Secretary People, Culture and Governance	Reviewed private practice arrangements allowing Clinical Academics to enter into arrangement similar to Staff Specialists. Clarification of leave arrangements and grading levels.
June 2010	Deputy Director – General Health System Support	Minor changes made to the wording of paragraphs 6 and 40 to ensure that the intended meaning of the Policy is given effect
May 2009	Deputy Director – General Health System Support	Updated to provide clarification of the existing arrangements for engaging clinical academics
January 2000 (PD2005_425)	Director Employee Relations, Legal and Legislation and General Counsel	Circular dealing with clinical academic arrangements (Circular 2000/3)

ATTACHMENTS

1. Clinical Academics Employed in the NSW Health Service - Procedures

**Clinical Academics Employed in the NSW Health
Service**



Issue date: November-2019

PD2019_055

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1 BACKGROUND

1.1 About this document

This Policy Directive sets out arrangements for the employment of Clinical Academics in the NSW Health Service.

1.2 Key definitions

Clinical Academic means a person who:

- (a) is a medical practitioner holding general or conditional specialist registration who is employed as a member of staff of a NSW university's school of medicine, and
- (b) accepts an offer of employment under the arrangements set out in this Policy Directive.

Employer means the Secretary of the NSW Ministry of Health or the Chief Executive who has been delegated the employer functions of the relevant Division of the NSW Health Service where a Clinical Academic works, or a delegate or a person acting with the authority of a Chief Executive in respect of such functions.

Public Health Organisation(PHO) as defined in section 7 of the *Health Services Act 1997*, and for the purpose of this document also includes NSW Health Pathology.

2 OFFER OF EMPLOYMENT TO A CLINICAL ACADEMIC

- A medical practitioner who is employed as a member of staff of a NSW university's school of medicine and provides clinical and related services for public patients in public hospitals for more than eight hours per week on average (except when on approved leave) may be offered secondary employment as a Clinical Academic with the NSW Health Service in addition to his or her primary employment with a university. (Note that at clause 5.7 below (Performance Agreements) it is usually expected that the normal duties for clinical academics should reflect the 40% appointment, and the level of participation in the on-call roster should also be taken into account.
- The services to be included in the calculation of a period of more than eight hours per week for the purposes of determining whether a person may be offered employment as a Clinical Academic do **not** include:
 - research and teaching activities that are undertaken as part of a Clinical Academic's employment with the relevant university; or
 - any clinical services provided to private patients in public hospitals.
- Where a medical practitioner employed as a member of staff of a NSW university's school of medicine provides services in public hospitals other than as an employee of the NSW Health Service, any medical practice undertaken in public hospitals will require the individual to have an appointment as a Visiting Practitioner and in such circumstances the individual will have no rights as an employee or other rights or claims under this Policy Directive.

- All offers of employment in the NSW Health Service as a Clinical Academic must be initiated by the employer sending a written letter of offer. The letter should specify the Division of the NSW Health Service for which the Clinical Academic will provide services. Letters of offer of employment as a Clinical Academic must specifically impose an obligation that if employed in the NSW Health Service, the recipient agrees to provide university leave records to the employer on any occasion when required to do so.
- If an offer of employment in accordance with the above provision is made and is accepted, the primary employment of a Clinical Academic will be with the relevant university and there will be concurrent secondary employment with the NSW Health Service.
- No rights arising under a Clinical Academic's contract of employment with the relevant university apply to the contract of employment as a Clinical Academic with the NSW Health Service.
- Nothing in this Policy Directive should be read as applying to or varying the terms and conditions of employment of a medical practitioner who holds a conjoint academic title but who is primarily employed by the NSW Health Service.

3 CONTRACT TERMS

- Employment as a Clinical Academic within the NSW Health Service will be on the following basis:
- The employment:
 - will be for the same term as the university appointment (whether permanent or fixed term) or a shorter period as may be agreed between the parties;
 - if fixed term, will terminate at the end of the specified term unless renewed by the parties in writing consistent with subclause (a) above or terminated under clauses 3.3 and 3.4 below.
- A Clinical Academic's contract of employment with the NSW Health Service may be terminated:
 - by the Clinical Academic at any time by four weeks' written notice to the Chief Executive of the relevant PHO (or where resignation from both university and NSW Health Service employment is involved, any longer period of notice required under university employment conditions), or
 - by the employer for reasons of poor conduct or poor performance, or if the Clinical Academic becomes permanently mentally or physically incapable of providing services under the contract of employment, by four weeks' written notice to the Clinical Academic, or
 - by the employer without notice for reasons of a Clinical Academic's serious and wilful misconduct, or
 - by the employer when the performance by the Clinical Academic of the functions which constitute employment with a PHO fall on average to eight hours a week

or less, and can be reasonably expected to remain at such a level on a continuing basis, or

- where a position occupied by a Clinical Academic is deleted by either the NSW Health employer or a University.
- A Clinical Academic's employment with the NSW Health Service is terminated with automatic and immediate effect:
 - when a Clinical Academic's employment with a university terminates, or
 - when a Clinical Academic ceases to be registered as a medical practitioner, or if a condition is placed on the Clinical Academic's registration as a medical practitioner that substantially prevents them from providing services to the employer.
- The provision set out at clauses 3.3 and 3.4 do not affect any additional rights to terminate the employment of a Clinical Academic that the employer might have at law, and do not affect the requirement that an employer-initiated termination any member of staff of the NSW Health Service must be personally approved by the relevant Chief Executive.

4 DELETION OF CLINICAL ACADEMIC POSITIONS

- NSW Health's policy of managing excess staff does not apply to Clinical Academics where a position occupied by a Clinical Academic is deleted by a University. However, if it meets the operational or service or delivery needs of the relevant PHO, the employer may offer the Clinical Academic employment as a full time or part time Staff Specialist.
- Unless otherwise agreed by the Clinical Academic, the offer of employment will be no less than a 40% appointment, must be paid at an equivalent level of seniority, and must be in the speciality in which the Clinical Academic is currently working.
- If a Clinical Academic refuses such an offer of alternative employment where it would be necessary to relocate a residence or where there are no redeployment opportunities available, a Clinical Academic who has been employed on a permanent basis in a position that has been deleted is eligible for a redundancy payment of an amount consistent (noting the fractional nature of employment with the NSW Health Service) with the provisions for payment of voluntary redundancy packages under NSW Health policy of managing excess staff.

5 GENERAL TERMS AND CONDITIONS

5.1 Remuneration

- The salary for Clinical Academics employed by the NSW Health Service has been fixed at 40% of the award salary of a Staff Specialist employed under the Staff Specialists (State) Award, plus the 17.4% special allowance. The applicable step on the Staff Specialist award remuneration scale that will apply for a Clinical Academic is to be determined solely by reference to their academic grade and length of service, as set out at Attachment A.

- Progression within the Staff Specialist remuneration scale for Clinical Academics is not automatic. Progression is based on evidence acceptable to the NSW Health Service of the Clinical Academic's appointment and grade with the university.
- All Clinical Academics need to be entered in StaffLink using the relevant StaffLink grade names.

5.2 Conditions consistent with the Staff Specialists (State) Award

- Clinical Academics are not appointed to positions as “Staff Specialists”, and are therefore not covered by the Staff Specialists (State) Award. However, except where otherwise specified the provisions of the Award, as amended from time to time, apply to Clinical Academics.

Where there is any inconsistency between the provisions of this Policy Directive and the Award, the Policy Directive applies. Provisions of the Staff Specialists (State) Award that **do not** apply to Clinical Academics include:

- (a) Clause 10: Exclusions
 - (b) Clause 13: Part Time Employment and Arrangements
 - (c) Clause 16: Post Graduate Fellow
 - (d) Clause 25: Specialist Medical Administrators.
- While a Clinical Academic may be required to work at any facilities or other health services conducted by the relevant PHO, consistent with Clause 14 of the Award, the primary place where a Clinical Academic is to provide services to the PHO is the hospital where the person provides teaching and related academic services in the course of their university employment.

5.3 Staff Specialists Determination not applicable

Clinical Academics are not covered by the Staff Specialists Determination (consistent with present practice), and do **not** have an entitlement to the conditions set out in that Determination. For example, the Training, Education and Study Leave (TESL) arrangements that apply to Staff Specialists do not apply to Clinical Academics unless the provisions set out in section 5.5.3 – 5.5.6 within this Policy Directive have been implemented by election of the Clinical Academic.

5.4 Medical Indemnity Cover

For services provided to public patients, Clinical Academics are indemnified through the Treasury Managed Fund against liability for tortious acts or omissions committed in the course of their employment with the NSW Health Service on the same basis as Staff Specialists. See Clause 5.5 below about indemnity arrangements for private patient work.

5.5 Private Practice Arrangements

- An appointment as a Clinical Academic in the NSW Health Service comes with a right to conduct private practice in a public hospital. The rights of Clinical Academics to

undertake private practice activities are generally commensurate with those of Staff Specialists (and therefore encompass the provision of services to private patients including privately referred non-inpatients). However, no private practice allowances are payable to Clinical Academics by PHOs.

- Clinical Academics retain their private billings (i.e. they are not paid into the No 1 Account or the General Funds of a PHO). No infrastructure fees are payable.

Alternative Arrangement

- A Clinical Academic may elect once a year to have their revenue from billable services at the PHO paid into a No 1 Account. At the same time, they elect the level (2-5) that their drawing rights from the No 1 Account will be based on. At the end of the financial year any residual funds in the No. 1 Account will transfer into the Number 2 account.
- Where there is agreement between a Clinical Academic and the relevant Staff Specialists, a Clinical Academic may elect to join an agreed group of Staff Specialists (within the meaning of Clause 2 of the Staff Specialists Determination) and have private practice revenue paid into the Custodial Trust Fund's (No. 1 Account) for that agreed group.
- Where either of these options are taken up, the usual arrangements will apply to the funds in the No. 1 Account, including the payment of monthly infrastructure fees. Where the Clinical Academic elects to have their revenue paid into their No. 1 Account, the level of drawing rights paid to the Clinical Academic will be based on their elected level of private practice arrangements (i.e. Level 2 – 5 maximum drawing rights for a Staff Specialist)
- Drawing rights are subject to sufficient contributions being available in the respective No. 1 Account. Where individual or group contributions are not sufficient to permit full drawing rights to a Clinical Academic, no supplementation is payable by the PHO. The arrangements for the disbursement of funds from the No. 1 Account are the same as those applying to Staff Specialists (including the applicable monthly infrastructure charges and the annual infrastructure charge whereby funds are transferred to the respective No. 2 Accounts in the relevant Restricted Financial Asset Fund).
- A Clinical Academic who exercises rights of Private Practice in a Public Hospital, and whose billings or part are paid into a No 1 Account or established Trust, is entitled to have expenses reimbursed from their No 2 Account as allowed for staff specialists. Access to a No 2 Account will only occur once there are funds available in that account to draw on. TESL and TESL funding will be under the same manner and conditions as for staff specialists. No reimbursements are payable from the General Fund of a PHO.

General Provisions

- Clinical Academics' rights to conduct private practice must adhere to the provisions of the National Health Reform Agreement as varied from time to time with regard to status as a public or private patient, and patient election. Private practice work must be consistent with the clinical privileges and scope of clinical practice granted to a Clinical Academic.

- For work undertaken in a public hospital in respect of private patients, PHOs need to be provided with evidence that a Clinical Academic is covered by current and adequate public liability and professional indemnity insurance from a notified insurer.
- While employed in the NSW Health Service, a Clinical Academic is under a continuing obligation to maintain adequate insurance cover. A Clinical Academic may be offered a contract of liability coverage for Treasury Management Fund indemnity cover for services provided to private patients where a Staff Specialist would be eligible to enter into such a contract (such as for services provided in rural facilities or in respect of paediatric patients).

5.6 Managerial Allowances

Where the employer considers that a Clinical Academic is performing duties that warrant application of the management allowances, such allowances are payable in accordance with criteria set out in Clause 11 of the Staff Specialists (State) Award. The allowance will be payable at the rate of 40% of the amount applicable to a Staff Specialist, but it may be paid at up to 100% of the full Staff Specialist rate where the managerial responsibilities are commensurate with performing the full responsibilities for which the allowance is payable to a Staff Specialist.

5.7 Performance Agreements

- Each Clinical Academic is to enter into a written performance agreement with the employer consistent with Clause 12 of the Staff Specialists (State) Award. The performance agreement is to include matters set out in Clause 12, and the standard format attached to the Award should be used.
- The performance agreement should be used to set out the employer's expectations about the level of services to be provided. It is usually expected that the normal duties undertaken by Clinical Academics would reflect the 40% appointment and the level of participation in the on-call roster should also be taken into account.

5.8 Salary Packaging

Salary packaging is available to Clinical Academics on the same basis as Staff Specialists.

5.9 Superannuation

Superannuation contributions for Clinical Academics are payable by the NSW Health Service at the rate set from time to time by the Commonwealth Superannuation Guarantee legislation. Superannuation contributions for Clinical Academics will be calculated on the remuneration payable under the above arrangements, comprising the fractional award salary, the 17.4% special allowance and any managerial allowances paid.

5.10 Workers Compensation

Remuneration paid to Clinical Academics by the employer is to be included in the wages renewal data provided by PHOs to Treasury Managed Fund for workers compensation purposes. Workers compensation insurance will be provided for Clinical Academics for matters arising in the course of their employment with the NSW Health Service, but not otherwise.

5.11 Leave Arrangements

- Entitlements to annual leave, long service leave, sick leave, personal carer's leave and parental leave and any other applicable leave under the Staff Specialists (State) Award are to be provided on a 40% pro rata basis reflecting 40% of the entitlements provided under that Award (consistent with leave arrangements applying to part time employees of the NSW Health Service). Agreement between a Clinical Academic and the employer should be reached two months prior to the commencement of any period of annual leave and should comply with the provisions of the *Annual Holidays Act* and with any other applicable legislation.
- In accordance with Clause 17A(a) and 17(A) (b) of the Staff Specialists (State) Award, Clinical Academics are entitled to paid annual leave additional to that available under clause (1)(b) of the Annual Holidays Act 1944.
- In accordance with Clause 17(C) of the Staff Specialists (State) Award, a Clinical Academic can elect at any time to be paid an amount equivalent to the value of additional accrued annual leave in lieu of taking the additional leave. Reference to Clause 17, subclause C of the Staff Specialists (State) Award should be made for particulars on leave election and pay out options.
- Clinical Academics are to:
 - Advise the employer when they apply for leave from their university employment
 - Advise the employer when the university deems the Clinical Academic to be on leave, and whether the leave constitutes leave to be deducted from their NSW Health balance
 - Make application to the employer when they intend to take leave from the NSW Health Service.
- Clinical academics are to follow the employer's local leave application process to ensure any leave taken is able to be recorded accurately against their leave balance and processed correctly in the employer's payroll system. Health managers are to ensure that accurate leave records are maintained and sound leave management policies are in place. All Clinical Academics are expected to cooperate with the employer in making available all university leave records and other relevant information or evidence that will assist the employer in determining correct leave balances.

5.12 Sabbatical Activities

- Subject to an appropriate arrangement being made to provide for the ongoing service needs and operational requirements of the employer, the employer may at its discretion approve payment for periods of leave not exceeding two months to coincide with sabbatical leave provided by the employing university. Approval will not be unreasonably withheld. If a period of sabbatical leave provided by a university exceeds two months, the Clinical Academic should be paid by the employer for the first two months, but not for the remainder of the period of approved leave.
- Sabbatical leave is to be considered as on duty, off site for employer record keeping and rostering purposes.

5.13 Conference and Educational Activities

It is recognised that approved attendance at conferences relevant to their areas of academic interest and specialisation forms part of the role of Clinical Academics in their university employment, and that such attendance is regarded by the universities as being on duty. In these circumstances, a Clinical Academic may apply to the employer to have absences from duty approved for the purposes of conference attendance occurring in the course of his or her university employment, without loss of pay. Approval will not be unreasonably withheld, subject to sufficient notice being provided and to the service delivery requirements of the employer. Any issues relating to attendance at conferences can be dealt with as part of the performance agreement process. The employer is not liable to pay any expenses arising from a Clinical Academic's attendance at approved conferences.

5.14 Relationships with Universities

Subject to any further agreement that may be made from time to time, agreement has been reached with the universities that the arrangements set out in Clauses 5.14 and 5.15 apply in respect of future appointments as Clinical Academics.

5.15 Consultation about the making of Clinical Academic Appointments

The NSW Health employer is to approve any proposal to create an academic position where appointment as a Clinical Academic working in the NSW public health system is contemplated. The employer should discuss with a university how the clinical skills and non-clinical responsibilities of a proposed Clinical Academic appointment relate to the clinical needs and priorities of the employer. There should be prior written agreement between the employer and the university about the clinical role envisaged for a proposed position using a standard position description (acknowledging that there has to be some flexibility to reflect changing circumstances, as well as the skills and interests of particular occupants).

5.16 Recruitment and Selection Process

Recruitment and selection of Clinical Academics should be undertaken in accordance with NSW Health policies. The PHO should be represented on any selection panel for a position that is likely to involve a Clinical Academic appointment in the NSW Health Service. Information packages for applicants should clearly outline NSW Health interview, reference and other checking requirements, and NSW Health recruitment checklists should be completed prior to any employment offer being made.

5.17 Clinical Privileges

- The clinical privileges of Clinical Academics will be as determined from time to time by the Chief Executive or delegate following a recommendation by the Medical and Dental Appointments Advisory Committee in accordance with procedures under NSW Health policies on credentialing.
- Clinical Academics are required to maintain their clinical privileges/scope of practice in their relevant specialty or area of practice.

5.18 Offer of Employment

- Consistent with the provisions of Clause 2.1, an offer of employment as a Clinical Academic within the NSW Health Service is at the discretion of the NSW Health employer. In deciding whether to offer employment, the employer will have regard to such as factors as NSW Health clinical requirements, clinical standing and the capacity of a proposed Clinical Academic to contribute to the good reputation of, and to promote harmonious working relations with the staff of the NSW public health system, and to any other factors the employer sees as appropriate in the circumstances.
- All written offers of employment as a Clinical Academic within the NSW Health Service are to include a copy of this Policy Directive and the NSW Code of Conduct, together with a statement that the provisions of this Policy Directive and the Code of Conduct, as varied from time to time, are incorporated as terms and conditions of the Clinical Academic's employment within the NSW Health Service.
- Letters of offer are to be consistent with the Staff Specialist letter of employment template, but to also include the following additional information:

Advice on election into Private Practice Arrangements including those set out in 5.5.3 – 5.5.5, together with the elected private practice level

“Clinical Academics are required to cooperate with the employer in making available on request all university leave records and other relevant information of evidence which will assist the employer in determining correct leave balances in respect of their NSW Health employment.

5.19 Part Time Arrangements

- Where the employment by a university of a Clinical Academic is on a part time basis, he/she will still need to provide services to the employer for more than eight hours per week in order to be offered employment under the terms of this Policy Directive. There are no part time/fractional arrangements for Clinical Academics employed in the NSW Health Service.
- A Clinical Academic position cannot be held in conjunction with a part time Staff Specialist position with the same PHO.

6 UNIVERSITY STAFF WHO ARE NOT EMPLOYED IN THE NSW HEALTH SERVICE

University staff who are medical practitioners but who do not become employees of the NSW Health Service (including those who would on average not be in a position to provide more than 8 hours public patient work per week) can only provide services to public or private patients in public hospitals if they hold honorary medical officer appointments and are appointed and credentialed in accordance with NSW Health recruitment and credentialing policies. Treasury Managed Fund indemnity cover is available to honorary medical officers who have entered into a contract of liability coverage. PHOs need to be provided with evidence that a university employed medical practitioner who is an honorary medical officer and has not entered into a contract of liability coverage is covered by current and adequate public liability and professional indemnity insurance from a notified insurer. A university employed medical practitioner is under a continuing obligation while engaged as an honorary medical officer to maintain such adequate insurance cover.

7 ENQUIRIES

Any enquiries concerning this Policy Directive should be directed to the relevant human resources personnel. Only human resources personnel from PHO's are to contact the Ministry of Health directly.

8 LIST OF ATTACHMENTS

1. Applicable salary step in Staff Specialists' Award

Attachment 1:

Determining applicable salary step in Staff Specialists' Award

Academic Grade	Staff Specialists Year
Associate Lecturer	1
Lecturer	
First Year	1
Second Year	2
Third Year +	3
Senior Lecturer	
First Year	4
Second Year	5
Third Year +	Senior
Associate Professor	Senior
Professor	Senior