

**WA HEALTH SYSTEM - MEDICAL PRACTITIONERS (CLINICAL ACADEMICS)
AMA INDUSTRIAL AGREEMENT 2022**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES CHILD AND ADOLESCENT HEALTH SERVICE AND OTHERS
APPLICANTS

-v-

AUSTRALIAN MEDICAL ASSOCIATION (WA) INCORPORATED
RESPONDENT

CORAM SENIOR COMMISSIONER R COSENTINO
DATE FRIDAY, 24 MARCH 2023
FILE NO/S PSAAG 2 OF 2023
CITATION NO. 2023 WAIRC 00154

Result Agreement registered
Representation (on the papers)
Applicants Department of Health
Respondent Australian Medical Association (WA) Incorporated

Order


WHEREAS this is an application pursuant to s 41 of the *Industrial Relations Act 1979* (WA) to register an industrial agreement;

AND WHEREAS I, the Public Service Arbitrator, am satisfied that the agreement meets the requirements of the Act and that it should be registered;

AND WHEREAS the parties consent to this application for registration of the industrial agreement being determined on the papers;

NOW THEREFORE, the Public Service Arbitrator, pursuant to the powers conferred under the Act, hereby orders —

THAT the agreement made between the parties filed in the Registry of the Commission on 10 March 2023 as amended entitled *WA Health System - Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2022* attached hereto be registered as an industrial agreement with effect from the date of this order in replacement of the *WA Health System - Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2016* which by operation of s 41(8) of the Act is hereby cancelled.

 (Sgd.) R. COSENTINO

SENIOR COMMISSIONER R COSENTINO
PUBLIC SERVICE ARBITRATOR

**WA HEALTH SYSTEM - MEDICAL PRACTITIONERS (CLINICAL ACADEMICS)
AMA INDUSTRIAL AGREEMENT 2022**

1. TITLE

This Agreement will be known as the WA Health System - Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2022.

2. ARRANGEMENT

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3. APPLICATION

- (1) This Agreement will extend to and bind Clinical Academics employed by the Employers in public hospitals.
- (2) The Employers party to and bound by this Agreement are the following Health Service Providers established pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA):
 - (a) Child and Adolescent Health Service;
 - (b) East Metropolitan Health Service;
 - (c) North Metropolitan Health Service;
 - (d) PathWest Laboratory Medicine WA; and
 - (e) South Metropolitan Health Service.
- (3) The Association party to and bound by this Agreement is the Australian Medical Association (Western Australia) Incorporated.

- (4) The estimated number of Clinical Academics bound by this Agreement upon registration is 51.
- (5) While this Agreement is in operation, it will except as otherwise provided override all provisions of:
 - (a) the *WA Public Hospitals (Senior Medical Practitioners) Award 2011*; and
 - (b) the *WA Health System - Medical Practitioners - AMA Industrial Agreement 2022*.
- (5) This Agreement cancels and replaces the *Department of Health Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2016*.

4. NO FURTHER CLAIMS

The parties undertake that for the period of this Agreement they will not, other than as agreed or as provided in this Agreement, pursue any extra claims with respect to salaries and conditions to apply within the period of this Agreement to clinical academics who are bound by it.

5. TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT

- (1) This Agreement will have effect from date of registration and will expire on 2 September 2024.
- (2) Negotiations for a new agreement will commence 6 months prior to the date of expiry and the parties are committed to expeditiously progressing negotiations to finalise the new agreement prior to the expiration of this Agreement.
- (3) If a new agreement is not registered by 2 September 2024 this Agreement will continue to be in force until a new agreement is made.

6. BACKGROUND

This agreement acknowledges the particular contribution that academic clinical staff make to the WA Health System in terms of their teaching, research and their clinical service. Such contributions are a vital part of the WA Health System in that they provide for the training of high quality doctors and they are important factors in the delivery of efficient and effective health care to the community.

7. AGREEMENT FLEXIBILITY

In recognition of the need for maximum flexibility within this Agreement, if an Employer, the Association and the majority of Clinical Academics concerned who attend or vote agree, mutually acceptable terms and conditions may be implemented in substitution of those specified in this Agreement.

Nothing in this agreement prevents an Employer from agreeing to provide additional assistance to a Clinical Academic where this is considered appropriate by the Employer.

8. DEFINITIONS

“Arrangement A Aggregate Salary” means the annual salary rate as prescribed in Schedule 1- Table 1 of this Agreement for a Clinical Academic who has elected to relinquish all private practice income retention rights to the Employer in accordance with Clause 28 of the Medical Practitioners Industrial Agreement.

“Arrangement B Aggregate Salary” means the annual salary rate as prescribed in Schedule 1 – Table 2 of this Agreement for a Clinical Academic who has elected to retain private practice income generated in accordance with Clause 29 of the Medical Practitioners Industrial Agreement.

“Aggregate Salary” means the base salary and clinical loading paid to a Clinical Academic by the University, plus the Employer Component annual salary paid to a Clinical Academic under this Agreement.

“AMA” means the Australian Medical Association (Western Australia) Incorporated.

“Association” means the Australian Medical Association (Western Australia) Incorporated.

“Board of Reference” means a panel consisting of a person nominated by an Employer, a person nominated by the Association and an independent Chairperson nominated by the Western Australian Industrial Relations Commission.

“Clinical Academic” means a medical practitioner employed by The University of Western Australia as a professor, associate professor, senior lecturer or lecturer and also employed by the Employer as a medical practitioner undertaking clinical service work.

“Consultant” means the classification of Consultant Year 9, (previously cited Level 24), prescribed in the Medical Practitioners Industrial Agreement.

“Director of Medical Services” means a medical practitioner who is the principal medical administrator of the hospital and/or health service.

“Employer” has the same meaning as contained in subclause 3(2).

“Employer Component” means the portion of annual salary paid to a Clinical Academic by the Employer pursuant to the formulas prescribed at Clause 11.

“Hospital”, subject to the context, includes Health Services.

“Medical Practitioner” means a medical practitioner as defined under the *Health Practitioner Regulation National Law (WA) Act 2010* as amended from time to time.

“Medical Practitioners Industrial Agreement” means the *WA Health System – Medical Practitioners – AMA Industrial Agreement 2022*.

“Private Patient” means a patient of a public hospital who is not a public patient. A private patient elects to accept responsibility to pay for medical care and the provision of hospital services. Patients who are covered under Workers’ Compensation or Motor Vehicle Insurance Trust legislation or policies are deemed to be private patients for the purpose of this Agreement.

"Private Practice" means those services provided in or using an Employer's facilities and for which fees are charged by or on behalf of the Clinical Academic.

"Public Patient" means a patient in respect of whom a hospital or health service provides comprehensive care, including all necessary medical, nursing and diagnostic services and, if they are available at the hospital or health service, dental and paramedical services, by means of its own staff or by other agreed arrangements.

"Replaced Industrial Agreement" means the *Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2013*.

"University" means the University of Western Australia of 35 Stirling Highway Crawley Western Australia, a body corporate established under section 6 of the *University of Western Australia Act 1911 (WA)*.

"University Industrial Agreement" means the *University of Western Australia Academic Employees Agreement 2017* or its replacement.

9. CONTRACT OF SERVICE

(1) Cessation or Termination of Tenure/Contract of Service with the University

- (a) It is a condition of the Clinical Academic's employment that the clinical academic remains an employee of the University. Subject to subclause (2)(a) below, employment under this Agreement will cease upon the termination or cessation of the Clinical Academic's period of tenure or contract of service with the University.
- (b) Subject to subclauses 9(1)(a) and (c), where a Clinical Academic is employed on a 5 year contract, the Employer will advise the Clinical Academic in writing whether or not they are to be offered another contract no later than 12 months before the expiry of the contract.
- (c) The provision of notification in writing in accordance with subclause 9(1)(b) is contingent on:
 - (i) The University confirming with the Employer in writing, that a further contract of employment with the University is to be offered; and
 - (ii) Agreement with the University in relation to the funding arrangement being reached.

(2) Cessation or Termination of Employment with an Employer

- (a) Notwithstanding any other provision in this clause, an Employer may, without prior notice, dismiss a Clinical Academic for refusal to obey lawful orders or for serious misconduct.
- (b) A clinical academic who is dismissed may appeal to a Board of Reference if the application is made within one month of the operative date of the dismissal.

- (c) A Clinical Academic may terminate the contract of employment with an Employer by giving to the Employer not less than three months' notice in writing provided that the Employer 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.
- (3) No Effect of Termination by Employer on Tenure/Contract of Service with the University
- (a) A Clinical Academic's right of tenure or term of service with the University will not be affected by the operation of this Agreement.
 - (b) A decision by an Employer to terminate the employment of a Clinical Academic under subclause (2) above will not, by this Agreement, cause the University to terminate the employment or tenure of a Clinical Academic or otherwise impose any obligation or commitment upon the University.
- (4) No Incorporation of Terms
- (a) Except as expressly provided herein, no right, entitlement or condition of employment of a medical practitioner employed under the Medical Practitioners Industrial Agreement will, by this Agreement, be conferred upon a Clinical Academic.
 - (b) No right, entitlement or condition of employment established pursuant to:
 - (i) the University Industrial Agreement or its successor agreements; or
 - (ii) any award, including a successor award, incorporated in University Industrial Agreement; or
 - (iii) any other industrial instrument regulating the terms and conditions of employment of medical practitioners employed by the University,will be implied, inferred or incorporated into the contract of employment of a clinical academic.
 - (c) No provision of any administrative policy, protocol, regulation or practice (however titled) established by the University will be implied, inferred or incorporated into the contract of employment of a Clinical Academic.
- (5) Compliance with Public Sector and Employer Policy/Procedure etc.
- A Clinical Academic will, pursuant to this Agreement, comply with the provisions of the *Public Sector Management Act 1994* and with the provisions of the *Commissioner's Instruction No. 7: Code of Ethics* and the WA Health Code of Conduct and such other policy, procedure and regulation relevant to the Clinical Academic's employment with their Employer as may be introduced or amended from time to time.

(6) Membership of Hospital Clinical Staff

A Clinical Academic will be deemed to be a full member of the clinical staff of the applicable hospital. A Clinical Academic will, subject to the provisions of this Agreement, have the same clinical rights, duties and obligations as other members of the clinical staff and will be bound by the same clinical and related administrative policies, procedures and protocols as other members of the clinical staff who are employed pursuant to the Medical Practitioners Industrial Agreement.

(7) Medical Practitioners

The parties recognise:

- (a) the primacy of the personal responsibility of medical practitioners to their patients;
- (b) that medical practitioners are responsible and accountable to the statutory authorities including the Medical Board established under the *Health Practitioner Regulation National Law (WA) Act 2010*; and
- (c) that medical practitioners are responsible and accountable to the ethical codes and standards of relevant colleges and professional associations.

(8) Patient Confidentiality

A Clinical Academic will not be bound, without the patient's consent, to divulge any information which the Clinical Academic has acquired in attending the patient to any person other than the Director of Medical Services or their Deputy or equivalent, other than in accordance with the requirements of this Agreement or any relevant agreement between the Association and their Employer.

(9) Professional Autonomy in Teaching and Research

Nothing in this Agreement will 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.

(10) An Employer will 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 will not unreasonably withhold approval for the University to likewise disclose to the Employer relevant particulars of the terms of employment of the Clinical Academic by the University.

(11) Permanency and Reform Working Group

- (a) The parties recognise the commitment contained at clause 20(1) of WA Health System – Medical Practitioners – AMA Industrial Agreement 2022.
- (b) The operability of permanency for employment of Clinical Academics will be considered within scope of the Permanency and Reform Working Group.

10. HOURS

- (1) Clinical Academics are concurrently engaged on a no-fixed hours basis by both the University and the Employer.
- (2) A full-time Clinical Academic's ordinary hours professional commitment to hospital duties, when not on approved leave, will be not less than 50% of that required of a full-time Consultant, unless otherwise agreed.
- (3) Rostered on call and call back commitments are not included in the ordinary professional commitment.

11. EMPLOYER COMPONENT – ANNUAL SALARY

- (1) Calculation of Employer Component of annual salary

Subject to subclauses (2) to (5) below, the Employer Component of annual salary for Clinical Academics will be calculated and paid in accordance with the relevant formula as follows:

- (a) Professor

The Employer Component of annual salary for a Clinical Academic appointed to the full-time position of Professor (Level E) under the University Industrial Agreement will be:

- (i) The difference between the relevant Arrangement A Aggregate Salary as prescribed in Schedule 1 - Table 1 of this Agreement and the University Industrial Agreement base salary for a full-time Professor (Level E) plus the University prescribed clinical loading for a full-time Professor (Level E) for Clinical Academics who exercise private practice rights under Arrangement A; or
- (ii) The difference between the relevant Arrangement B Aggregate Salary as prescribed in Schedule 1 - Table 2 of this Agreement and the University Industrial Agreement base salary for a full-time Professor (Level E) plus the University prescribed clinical loading for a full-time Professor (Level E) for Clinical Academics who exercise private practice rights under Arrangement B.

In PSAAG 1 of 2017 the Arrangement A Aggregate Salary rate prescribed, applicable from 1 October 2016 in Schedule 1 – Table 1, was calculated by adding the Arrangement A Private Practice Income Allowance rate prescribed in Clause 28 (Private Practice Arrangement A) of the Replaced Industrial Agreement to 105% of the base salary for a full-time Consultant Year 9 prescribed in Schedule 1, Table 2 of the Replaced Industrial Agreement at 1 October 2015 and applying a 1.5% increase to the derived rate.

In PSAAG 1 of 2017 the Arrangement B Aggregate Salary rate prescribed, applicable from 1 October 2016 in Schedule 1 – Table 2, has been calculated by applying a 1.5% increase to 105% of the base salary for a full-time Consultant Year 9 prescribed in Schedule 1, Table 2 of the Replaced Industrial Agreement.

(b) Associate Professor

The Employer Component of annual salary for a Clinical Academic appointed to the full-time position of Associate Professor (Level D) under the University Industrial Agreement will be:

- (i) The difference between the relevant Arrangement A Aggregate Salary as prescribed in Schedule 1 - Table 1 of this Agreement and the University Industrial Agreement base salary for a full-time Professor (Level D4) plus the University prescribed clinical loading for a full-time Associate Professor (Level D4) for Clinical Academics who exercise private practice rights under Arrangement A; or
- (ii) The difference between the relevant Arrangement B Aggregate Salary as prescribed in Schedule 1 - Table 2 of this Agreement and the University Industrial Agreement base salary for a full-time Associate Professor (Level D4) plus the University prescribed clinical loading for a full-time Associate Professor (Level D4) for Clinical Academics who exercise private practice rights under Arrangement B.

In PSAAG 1 of 2017 the Arrangement A Aggregate Salary rate prescribed, applicable from 1 October 2016 in Schedule 1 – Table 1, has been calculated by adding the Arrangement A Private Practice Income Allowance rate prescribed in Clause 28 (Private Practice Arrangement A) of the Replaced Industrial Agreement to 100% of the base salary for a full-time Consultant Year 9 prescribed in Schedule 1, Table 2 of the Replaced Industrial Agreement at 1 October 2015 and applying a 1.5% increase to the derived rate.

In PSAAG 1 of 2017 the Arrangement B Aggregate Salary rate prescribed, applicable from 1 October 2016 in Schedule 1 – Table 2, has been calculated by applying a 1.5% increase to 100% of the base salary for a full-time Consultant Year 9 prescribed in Schedule 1, Table 2 of the Replaced Industrial Agreement.

(c) Senior Lecturer

The salary for a Clinical Academic appointed to the full-time position of Senior Lecturer (Level C) under the University Industrial Agreement will be:

- (i) The difference between the relevant Arrangement A Aggregate Salary as prescribed in Schedule 1 - Table 1 of this Agreement and the University Industrial Agreement base salary for a full-time Senior Lecturer (Level C6) plus the University prescribed clinical loading for a full-time Senior Lecturer (Level C6) for Clinical Academics who exercise private practice rights under Arrangement A; or
- (ii) The difference between the relevant Arrangement B Aggregate Salary as prescribed in Schedule 1 - Table 2 of this Agreement and the University Industrial Agreement base salary for a full-time Senior Lecturer (Level C6) plus the University prescribed clinical loading for a full-time Senior Lecturer (Level C6) for Clinical Academics who exercise private practice rights under Arrangement B.

In PSAAG 1 of 2017 the Arrangement A Aggregate Salary rate prescribed, applicable from 1 October 2016 in Schedule 1 – Table 1, has been calculated by adding the Arrangement A Private Practice Income Allowance rate prescribed in Clause 28 (Private Practice Arrangement A) of the Replaced Industrial Agreement to the 90% of the base salary for a full-time Consultant Year 9 prescribed in Schedule 1, Table 2 of the Replaced Industrial Agreement at 1 October 2015 and applying a 1.5% increase to the derived rate.

In PSAAG 1 of 2017 the Arrangement B Aggregate Salary rate prescribed, applicable from 1 October 2016 in Schedule 1 – Table 2, has been calculated by applying a 1.5% increase to 90% of the base salary for a full-time Consultant Year 9 prescribed in Schedule 1, Table 2 of the Replaced Industrial Agreement.

(d) Lecturer

The salary for a Clinical Academic appointed to the full-time position of Lecturer (Level B) under the University Industrial Agreement will be:

- (i) The difference between the relevant Arrangement A Aggregate Salary as prescribed in Schedule 1 - Table 1 of this Agreement and the University Industrial Agreement base salary for a full-time Lecturer (Level B6) plus the University prescribed clinical loading for a full-time Lecturer (Level B6) for Clinical Academics who exercise private practice rights under Arrangement A; or
- (ii) The difference between the relevant Arrangement B Aggregate Salary as prescribed in Schedule 1 - Table 2 of this Agreement and the University Industrial Agreement base salary for a full-time Lecturer (Level B6) plus the University prescribed clinical loading for a full-time Lecturer (Level B6) for Clinical Academics who exercise private practice rights under Arrangement B.

In PSAAG 1 of 2017 the Arrangement A Aggregate Salary rate prescribed, applicable from 1 October 2016 in Schedule 1 – Table 1, has been calculated by adding the Arrangement A Private Practice Income Allowance rate prescribed in Clause 28 (Private Practice Arrangement A) of the Replaced Industrial Agreement to 80% of the base salary for a full-time Consultant Year 9 prescribed in Schedule 1, Table 2 of the Replaced Industrial Agreement at 1 October 2015 and applying a 1.5% increase to the derived rate.

In PSAAG 1 of 2017 the Arrangement B Aggregate Salary rate prescribed, applicable from 1 October 2016 in Schedule 1 – Table 2, has been calculated by applying a 1.5% increase to 80% of the base salary for a full-time Consultant Year 9 prescribed in Schedule 1, Table 2 of the Replaced Industrial Agreement.

- (2) The University Industrial Agreement base salary for a full-time Professor, Associate Professor, Senior Lecturer, and Lecturer will:

- (a) Include the maximum applicable salary paid by the University pursuant to the University Industrial Agreement or such higher base salary as is determined and paid by the University for the Academic classifications of Professor (Level E), Associate Professor (Level D), Senior Lecturer (Level C) and Lecturer (Level B) from time to time.
- (b) Not include such additional remuneration as is paid by the University pursuant to any administrative policy, protocol, regulation or practice (however titled) established by the University.

(3) Clinical Loading

For the purposes of this clause, clinical loading will be the amount in clinical loading paid by the University to a Clinical Academic provided that such amount will not be less than the clinical loading prescribed in the *Higher Education Industry Academic Staff Award 2020*, as amended from time to time, for a medically qualified full-time Professor (Level E), Associate Professor (Level D), Senior Lecturer (Level C) and Lecturer (Level B) employed in a full clinical department in a medical school and responsible for patient care.

(4) Adjustment of Salary

The Employer Component of annual salary will be amended from time to time to reflect adjustments to the University Industrial Agreement salary and University prescribed clinical loading. Allowances payable pursuant to subclauses (5) and (6) below, are not counted for the purpose of adjustment of salary pursuant to this subclause.

(5) Head of Department

A Clinical Academic appointed as a Head of Department in a hospital will have the same duties, obligations and allowance entitlements as are prescribed for Heads of Departments in the Medical Practitioners Industrial Agreement.

(6) Fractional Appointments

- (a) The salary for a Clinical Academic appointed by the University on a fractional basis will be calculated pro-rata in the proportion to which the fractional appointment bears to full-time appointment.
- (b) A Clinical Academic appointed on a fractional basis will be allowed entitlements in accordance with the provisions of this Agreement in the proportion which the fractional appointment bears to a full-time appointment.

(7) The salaries and allowances prescribed in this clause will be paid pro rata on a fortnightly basis.

(8) If from time to time the inadvertent effect of a combination of increases in the salaries and allowances prescribed in the University Industrial Agreement would otherwise result in an individual Clinical Academic's Aggregate Salary being reduced then the Aggregate Salary will be maintained at the existing rate.

12. PRIVATE PRACTICE

- (1) Subject to this clause, a Clinical Academic and the Employer will have the same private practice rights and obligations that are prescribed for Consultants in the Medical Practitioners Industrial Agreement provided that:
 - (a) the Professional Development Allowance as prescribed at subclause 30(6)(a) of the Medical Practitioners Industrial Agreement does not apply to Clinical Academics; and
 - (b) the Arrangement B Professional Expenses Allowance as prescribed at subclause 30(9) of the Medical Practitioners Industrial Agreement does not apply to Clinical Academics.
- (2) The Employer will impose no limitation on the reasonable exercise of private practice rights outside a facility under the control of the Employer that are permitted by virtue of the Clinical Academic's employment by the University and consistent with the University's policy for consultative work for clinical academics.
- (3) A Clinical Academic will have no entitlement to private practice within a facility under the control of an Employer, other than pursuant to this Agreement.
- (4) Other arrangements may be agreed between an Employer and a Clinical Academic to govern the exercise of rights of private practice provided that the Clinical Academic will disclose to the University all the particulars of any proposed alternative arrangements prior to entering into such an agreement.
- (5) Private practice must not interfere with the Clinical Academic's responsibility to carry out all the necessary duties of the Clinical Academic's appointment or give rise to a conflict of interest.

13. PAID LEAVE ENTITLEMENTS

- (1) Where the University grants paid leave pursuant to University Industrial Agreement to a Clinical Academic, an Employer will likewise approve paid leave under the same terms, provided the Employer is given reasonable notice of the granting of such leave.
- (2) Where the University grants study leave, in addition to the entitlements prescribed in University Industrial Agreement, pursuant to its administrative policy as attached at Appendix 1 current as at the date of effect of this Agreement, an Employer will likewise approve paid leave under the same terms, provided the Employer is given reasonable notice of the granting of such leave.

14. SHIFT, WEEKEND AND PUBLIC HOLIDAY PENALTIES

- (1) Subject to this clause, a Clinical Academic will have the same shiftwork obligations and penalties' entitlement as are prescribed for full-time Consultants in the Medical Practitioners Industrial Agreement.
- (2) For the purpose of this clause the hourly rate of pay will be calculated on the basis of the Arrangement B Aggregate Salary as defined.

15. ON CALL AND RECALL

- (1) A Clinical Academic will have the same on call and recall obligations and the same on call and recall penalties' entitlement as are prescribed for full-time Consultants in the Medical Practitioners Industrial Agreement.
- (2) Notwithstanding the provisions of this clause, if the Employer and the Association agree, other arrangements may be made for compensation of on call and recall.

16. CALCULATION OF PENALTIES

If a Clinical Academic works hours which would entitle that Clinical Academic to payment of more than one of the monetary penalties payable in accordance with the relevant public holidays, on call and call back or shift and weekend work provisions of this Agreement, only the highest of any such penalty will be payable.

17. RECOVERY OF OVERPAYMENTS

A Clinical Academic and the Employer will have same Recovery of Overpayments obligations and entitlements as are prescribed in the Medical Practitioners Industrial Agreement.

18. REMUNERATION PACKAGING

A Clinical Academic and the Employer will have same Remuneration Packaging obligations and entitlements as are prescribed in the Medical Practitioners Industrial Agreement.

19. DISPUTE SETTLING PROCEDURES

- (1) Subject to Clause 4 – No Further Claims and the provisions of the *Industrial Relations Act 1979* (WA), any questions, disputes or difficulties raised by a party to this Agreement, will be settled in accordance with the following procedures.
- (2) If the matter is raised by a Clinical Academic, or a group of Clinical Academics, the following steps will be observed -
 - (a) The Clinical Academic(s) concerned will discuss the matter with the Head of Department. If the matter cannot be resolved at this level the Head of Department will, within three working days, refer the matter to the Director of Medical Services and the Clinical Academic(s) will be advised accordingly.
 - (b) The Director of Medical Services will, if so able, answer the matter raised within one week of it being referred and, if the Director of Medical Services is not able, refer the matter to the Hospital Executive for its attention, and the Clinical Academic(s) will be advised accordingly.
 - (c) If the matter has been referred in accordance with paragraph (b) above the Clinical Academic(s) or the appropriate AMA hospital Clinical Academic representative will notify the Association, to enable the opportunity of discussing the matter with the Employer.

- (d) The Employer will, as soon as practicable after considering the matter before it, advise the Clinical Academic(s) or, if necessary, the Association of its decision. Such advice will be given within one month of the matter being referred to the Employer.
 - (e) If the parties agree that a matter is non-industrial it may by agreement be referred to other appropriate bodies (e.g. relevant Colleges) for advice and/or assistance.
 - (f) Nothing in this procedure will prevent the parties agreeing to shorten or extend the periods prescribed.
- (3) Subject to Clause 4 - No Further Claims, should a question, dispute or difficulty remain in dispute after the above processes have been exhausted the matter may:
- (a) be referred by either party to the Western Australian Industrial Relations Commission (the persons involved in the question, dispute or difficulty must confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking these matters to the Commission); or
 - (b) if the parties agree, be referred to another independent arbitrator chosen by the parties or as a last resort nominated by the Western Australian Industrial Relations Commission. In such a case:
 - (i) either party may be represented in the arbitration by an agent or legal representative and will bear the costs of that representation; and
 - (ii) the Employer will meet the costs of the arbitration, but if the arbitrator determines that a claim is frivolous or vexatious, the arbitrator may assign the costs of the arbitration (but not the costs of representation) against the claimant or apportion them in any manner between the parties. The parties undertake to accept the arbitrated decision as final and binding.
- (4) System wide issues will be dealt with by discussions between the appropriate Association official(s) and Employer representative(s). Should a matter remain in dispute after discussions have been exhausted it may be dealt with in accordance with subclause (3).
- (5) While the above procedures are being followed no party will take action, of any kind, which may frustrate a settlement in accordance with the above procedures. The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the above procedures.
- (6) If an Employer seeks to discipline or terminate a Clinical Academic the principles of natural justice will apply and the following steps will be observed:
- (a) If a Clinical Academic commits a misdemeanour, the Clinical Academic's immediate supervisor or any authorised medical practitioner may reprimand the Clinical Academic so that the Clinical Academic understands the nature and implications of their conduct. The Clinical Academic has a right to be represented when being reprimanded.
 - (b) The first two reprimands will take the form of warnings and, if given verbally, will be confirmed in writing as soon as practicable after the giving of the reprimand.

- (c) Should it be necessary, for any reason, to reprimand a Clinical Academic three times, the contract of service will, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Agreement.
- (d) This procedure will not limit the right of an Employer to summarily dismiss a Clinical Academic for misconduct. Nor will it limit the right of a Clinical Academic to refer a claim for alleged wrongful or unlawful termination to a Board of Reference.
- (e) A decision by an Employer to discipline a Clinical Academic or terminate the employment of a Clinical Academic will not, by this Agreement, cause the University to discipline a Clinical Academic or terminate the employment or tenure of a Clinical Academic or otherwise impose any obligation or commitment upon the University.

20. SIGNATURES



09/03/2023

Dr Bennie Ng
Chief Executive Officer
Australian Medical Association (Western Australia) Incorporated



10 / 3 / 2023

Justine Withers
A/Director System-wide Industrial Relations
Department of Health

SCHEDULE 1 – ANNUAL SALARY RATES

TABLE 1 – ARRANGEMENT A AGGREGATE SALARY RATES*

Classification	On and from 1-Oct-2020	On and from 1-Jul-2022	On and from 1-Jul-2023
Professor (E1)	\$399,248	\$400,248	\$412,255
Associate Professor (D4)	\$385,515	\$386,515	\$398,110
Senior Lecturer (C6)	\$358,050	\$359,050	\$369,822
Lecturer (B6)	\$330,584	\$331,584	\$341,532

TABLE 2 – ARRANGEMENT B AGGREGATE SALARY RATES*

Classification	On and from 1-Oct-2020	On and from 1-Jul-2022	On and from 1-Jul-2023
Professor (E1)	\$289,387	\$290,387	\$299,099
Associate Professor (D4)	\$275,654	\$276,654	\$284,954
Senior Lecturer (C6)	\$248,188	\$249,188	\$256,664
Lecturer (B6)	\$220,723	\$221,723	\$228,375

*The above tables represent the highest Aggregate Salary rate applicable to each classification under the University Industrial Agreement.

Academic Sabbatical Policy



Policy Number	UP15/3
Approval Date	30 June 2022
Assessment Date	30 June 2025
Approver	Senior Deputy Vice-Chancellor

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1 Purpose

- (A). This Policy defines the nature and purpose of Sabbatical, setting out the eligibility criteria, qualifying service, application and approval process, and financial support.
- (B). This Policy also outlines the requirement to enter into a Sabbatical Contract before proceeding on Sabbatical, which includes a return of service to the University equivalent to the length of the Sabbatical.
- (C). More information about academic sabbatical can be found at [Academic Sabbatical](#).
- (D). In this Policy —

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2 Scope

2.1 Institutional Scope

(A). The scope of this Policy applies to the entire University.

2.2 Individual Scope

(A). The scope of this Policy applies to all academic employees except casual academic employees (**eligible employees**).

3 Policy Statement

- (A). Sabbatical is a significant strategic investment by the University enabling release of eligible employees from regular duties to pursue key areas of academic activity that contribute to their professional development and the School strategy, and are aligned with the University strategic direction. It provides the opportunity —
- (1). to maintain and improve teaching skills and scholarship, undertake research, creative work or clinical innovation; and
 - (2). for active collaboration with the best in the academic's field globally while developing and expanding industry, research organisations, government and/or community linkages in Australia and internationally.
- (B). Sabbatical is a benefit that may be offered to eligible employees who meet the criteria when circumstances permit. Sabbatical is not to be regarded as an entitlement, but rather a privilege conveyed upon eligible academic employees. Approval is conditional upon a high quality proposal which is aligned with School and University strategy, the employee's development goals and stage of career, and the operational needs and resourcing of the School.
- (C). Approval is not to be considered automatic even when the applicant satisfies the eligibility requirements and/or at the end of each qualifying period.
- (D). An approved Sabbatical will be taken at a time which causes the least disruption to the academic activities of the School.
- (E). Eligible employee applications are particularly encouraged where these facilitate the development of academic staff who (i) hold significant teaching responsibilities; (ii) are women; (iii) are Indigenous; (iv) under represented equity groups (v) early- or mid-career.

4 Authority

- (A). The final authority to approve applications and financial support rests with the SDVC or their nominee.
- (B). In exceptional circumstances, the SDVC or nominee may approve a variation from the criteria and conditions for Sabbatical set out in this Policy, provided the exception is in the interests of the School and University.

5 General Conditions Governing Sabbaticals

5.1 Eligibility to Apply

- (A). Eligible employees appointed on teaching and research (T&R) or teaching intensive (T) contracts on either continuing or fixed-term appointments, including those with fractional

appointments of at least 50%, are eligible to apply for a period of Sabbatical, subject to meeting the conditions of this Policy. The fractional level of employment will remain the same during the period of Sabbatical as it was during the qualifying period.

- (B). Fixed-term contracts of employment must extend beyond the period of Sabbatical by at least an equivalent period to ensure sufficient time for the required return of service (see clause 8.1) to the University.
- (C). Employees with fractional appointments of less than 50% may be considered eligible at the recommendation of a Head of School and at the SDVC or nominee's discretion.
- (D). Employees may incorporate postgraduate study to complete a higher degree with the approval of the Head of School and endorsement of the Deputy Vice-Chancellor (Research), with the SDVC as the final decision maker.
- (E). Normally employees who are appointed on research-intensive contracts will not be eligible for Sabbatical. Research-intensive staff should discuss with their line manager other professional development opportunities / needs. However, if special circumstances exist for the possibility of sabbatical, a case can be made by the research-intensive staff member and if supported by Head of School should be presented to SDVC or nominee for decision.
- (F). Employees whose employment category changes from research-intensive to teaching and research or to teaching-intensive will begin Sabbatical qualifying service from the date of commencement in, or resumption to, a teaching and research or teaching-intensive role.
- (G). Academics who have moved to a fixed-term appointment as Head of School cannot take Sabbatical during the period of that role. The SDVC or nominee, can approve a period of Sabbatical at the completion of the fixed-term contract; indeed, such cases can be prioritised.
- (H). Employees will not be eligible if, at the time of applying for Sabbatical, they have excess annual or long service leave balances (i.e. have a projected annual leave accrual in excess of 225 hours at the proposed date of commencing Sabbatical).
- (I). Sabbatical qualifying period accumulates at a rate of 26 weeks after three years of Continuous Service.
- (J). In exceptional circumstances, approval by the SDVC or nominee for a 52 week accumulation (after six years of Continuous Service) may be sought (see clause 6.1 of this Policy).
- (K). Qualifying service will commence from the date of —
 - (1). Appointment; or
 - (2). Return from previous Sabbatical (when the Sabbatical Report has been submitted and accepted within three months of return); or

- (3). Receipt of a Sabbatical Report (if submitted and accepted more than three months after return from previous Sabbatical).
- (L). Sabbatical will in no circumstances be approved prior to completion of three years Continuous Service at the University.
- (M). When Sabbatical is approved by the Head of School and SDVC or nominee for two or three separate periods (see clause 6.1), any further application will be considered no earlier than three years after return from the last of those separate periods.
- (N). Long service leave, annual leave, personal leave and paid parental leave count as qualifying service for Sabbatical, and Sabbatical counts as qualifying service for those leave categories.
- (O). Sabbatical eligibility does not accumulate during any period of leave without pay exceeding two weeks, or any period of absence on Sabbatical.
- (P). Prior service at another university (gained in an appointment which specified eligibility for Sabbatical) may be recognised for the first period of Sabbatical at the University. Recognition will be at the discretion of the Head of School and should be agreed at the time of appointment. A period of service at the previous university will not be recognised again for the purposes of any future Sabbaticals.

5.2 Criteria

- (A). Applications must specify clear scholarly objectives consistent with the purpose of Sabbaticals as outlined in clause 3(A) of this Policy. Objectives for the Sabbatical must be measurable, and set and agreed with the Head of School. Objectives will be specific and tailored to the individual.
- (B). To demonstrate that an eligible employee "Meets the University's High Expectations", the employee must demonstrate and achieve ratings of 'meeting expectations' (or above) in all categories of the most recent Performance and Development Appraisal (PDA). The PDA must have been undertaken no more than twelve months before applying. A completed copy of the most current PDA should be attached to the eligible employee's application for Sabbatical.
- (C). Before proceeding on Sabbatical, the employee will sign and submit an undertaking to return to service at the University immediately following the Sabbatical, equivalent to the proposed period of Sabbatical and at the same employment fraction.
- (D). The employee must have completed, and the Head of School must have approved, a detailed report in respect of any previous period of Sabbatical, confirming objectives were achieved. The report must have been approved by the SDVC and be on record on the employee's personnel file in Human Resources.

6 Prospective Sabbatical leave

6.1 Length of Sabbatical leave

- (A). Approved eligible employees may proceed on a maximum of 26 weeks Sabbatical after three years of Continuous Service.
- (B). Sabbatical periods of 39 weeks may be approved (after 4.5 years of Continuous Service) if the Sabbatical is combined with LSL. That is, the total period of absence is twelve months comprising nine months (39 weeks) Sabbatical, together with three months LSL.
- (C). Approval of 52 weeks may be considered (after six years of Continuous Service) by the SDVC or nominee when —
 - (1). The intrinsic nature of the project necessitates more than six months Sabbatical; and/or
 - (2). The employee has held a senior leadership position (e.g. Head of School) and needs to redevelop research and scholarship and/or teaching.
- (D). Sabbatical will be approved as a single absence to release an employee from regular duties. The program will not extend beyond one semester (together with associated University vacations) and will not impinge on two teaching semesters unless agreed by the Head of School or when the Sabbatical is for 9 or 12 months.
- (E). Any periods of Sabbatical which differ from the standards described above will require approval of the Head of School and SDVC or nominee.

6.2 Other Leave

6.2.1 Annual Leave

- (A). Annual leave forms part of the Sabbatical period. Eligible employees are required to indicate in the Sabbatical Proposal the period of annual leave to be taken. Minimum periods of annual leave to be taken during Sabbatical are 10 days for a 26 week Sabbatical, and 20 days for a 52 week Sabbatical.

6.2.2 Long Service Leave

- (A). Other than the nine month Sabbatical option (referred to in clause 6.1(B) above), applications for LSL to be taken in conjunction with six months Sabbatical will take into consideration the School's capacity to cover workloads and be subject to the Head of School confirming that the required combined absence will not cause undue inconvenience for the School. Eligible employees are required to indicate in the Sabbatical Proposal the period of LSL to be taken in association with Sabbatical.
- (B). Note that there may be FBT implications if the Sabbatical and the LSL are taken overseas. It is the responsibility of the employee to seek advice on this issue.

6.2.3 Personal Leave

- (A). Where an employee is ill for a period of at least 20 consecutive working days while on Sabbatical, the employee may, with the approval of the SDVC or nominee, be granted additional Sabbatical equivalent to the period of illness, to be taken at a time convenient to the School. The period of illness must be supported by medical evidence that the employee was confined to their place of residence or a hospital.

6.3 Insurance

- (A). Staff members are covered by workers' compensation insurance and the University's corporate travel insurance while on Sabbatical. For further information, and arrangement of any additional insurance, please refer to the Staff corporate travel insurance [website](#).

6.3.1 Audit Requirements

- (A). All Sabbatical arrangements are subject to normal internal audit procedures.

7 Application and Approval

7.1 The Application

- (A). The application for Sabbatical should be a substantive written case for Sabbatical, providing sufficient detail to enable an assessment of its quality alongside the contribution of the proposed activities for professional development of the individual and against the School and University strategic priorities.
- (B). Applications must be submitted to the Head of School for assessment, ranking within the School, and approval to be recommended to the SDVC.
- (C). Applications for Sabbatical are to be submitted before the end of April in the year preceding the proposed period of Sabbatical. The SDVC will communicate any deviations from this normal schedule.
- (D). Applications for Sabbatical which do not include a travel component must demonstrate that proposed activities cannot be undertaken at the University as part of normal duties.
- (E). Applications for Sabbatical which include a travel component must demonstrate that the Sabbatical cannot be carried out as effectively in Perth.
- (F). Employees are encouraged to disclose relevant personal circumstances, including constraints on time or options available, working arrangements and career histories that may have reduced their opportunities to achieve measurable outputs. Circumstances that are not disclosed by the employee will not be included in the assessment of Achievement Relative to Opportunity.

7.2 The Approval

- (A). Each Head of School will, before the end of May each year, consider all applications received for the following year and make recommendations to the SDVC.
- (B). Any applications which include a departure from the provisions of this Policy must demonstrate why departure from the Policy is in the best interests of the University as part of the Head of School's recommendation to the SDVC.
- (C). Priority may be given to applications from the previous round which could not be granted because of School requirements, and from employees who have provided a statement for evaluation of Achievement Relative to Opportunity.
- (D). The process of evaluating proposals and considering Achievement Relative to Opportunity should be transparent and applied fairly in relation to each eligible employee. Information about the evaluation process should be available to eligible employees.
- (E). Employees are not compelled to disclose the details of personal circumstances. However, should an employee choose to disclose personal circumstances and request confidentiality, that information should be managed by the person receiving that information in accordance with the University's records management practices and policies. This information should not be disclosed without the consent of the employee.
- (F). The rate of pay applicable during the approved period of Sabbatical will be maintained at the salary rate pertaining to the FTE of the relevant employee at the time of commencing Sabbatical.

7.3 Appeal of Decisions

- (A). An unsuccessful applicant may appeal to the SDVC or nominee on the grounds that the decision of the School was based on an improper assessment process. An appeal against a decision of the SDVC will be to the VC or nominee. The decision of the VC or nominee will be final.

7.4 Travel and Financial Support

- (A). Any member of academic staff undertaking an approved Sabbatical that involves travel outside the Perth metropolitan area may be eligible for a travel grant to assist with travel, accommodation and meal expenses in relation to the Sabbatical. Applicants will need to establish that the proposed location(s) is associated with the success of the Sabbatical and is well suited to the academic activities to be undertaken.
- (B). The grant may be non-taxed or taxed (see clauses 7.5.1 and 7.5.2).
- (C). The grant will not normally be provided more than once every three years.

- (D). Financial support for travel during Sabbatical is subject to annual review.
- (E). In accordance with the University Travel Policy, all travel associated with a Sabbatical should be arranged through the University Travel Providers. The following information must be recorded on the Travel Requisitioning System —
 - (1). the travel forms part of a Sabbatical; and
 - (2). the travel is self-funded. Self-funded for the purposes of this clause means the employee will be paying for the travel themselves (having received a Sabbatical Grant which contributes to the costs of travel). Schools will not fund air travel or accommodation, irrespective of the source of the funding.
- (F). A Travel Diary is to be maintained by the employee in accordance with the University Travel Policy.
- (G). Where an external organisation is booking and paying for air travel and/or accommodation, details are to be included in the application, and in the case of air travel the traveller is required to submit a travel requisition within the Travel Requisitioning System for approval. For any changes to itineraries or emergency travel, the itinerary or e-ticket must be emailed to plans@concur.com from the traveller's verified UWA email address to be captured for risk management and tracking purposes.

7.5 Travel Grants

- (A). Employees must elect for the grant to be taxed or non-taxed prior to payment being made, depending on whether the employee intends accessing additional funding as outlined in clause 7.5.2 below. Once the grant has been paid, there will be no retrospective adjustment or repayment of the grant. If doubt exists about access to additional funding at the time of grant payment, staff should consider electing a taxed payment to ensure ability to use additional funding whilst on sabbatical.

7.5.1 Non-taxed Grant

- (A). While on Sabbatical, having received a non-taxed grant, the following payment methods are excluded —
 - (1). Per Diems;
 - (2). Corporate Credit Card; and/or
 - (3). Reimbursement and cash advances.
- (B). Any additional work-related expenses cannot be reimbursed.
- (C). Note that these exclusions do not apply in regard to other special purpose grants (e.g. Research Collaboration Awards; Network Seed Funds) which are funds restricted for a special activity or project, where activities while on Sabbatical directly link to the activity or project funding.

7.5.2 Taxed Grant

- (A). Where the employee elects to receive a taxed grant, the University will withhold tax on the grant according to PAYG withholding rules.
- (B). While on Sabbatical, having received a taxed grant, the following is permissible:
- (1.) Additional funding from appropriate Local Generated Funds or from Research funds, where allowed under the grant conditions or contract, by way of reimbursement through submission of receipts through Financial Services. These funds may only be used for legitimate and reasonable work-related expenses such as conference fees, local travel costs and publications.
 - (2.) An Expense Benefit Declaration Form needs to be completed and forwarded to the Tax team in Financial Services.
- (C). Employees may elect not to apply for a Sabbatical grant. If no grant is paid the employee may seek School approval to use Local Generated Funds for reimbursement of legitimate and reasonable work-related travel costs and expenses (such as conference fees, local travel costs, publications) while on Sabbatical.

7.6 Partners and dependents

- (A). If the employee is accompanied by a partner and/or Dependent Children, an additional allowance may be paid if —
- (1). The partner and/or Dependent Children accompanying the employee are not entitled to another grant for Sabbatical from the University or another institution; or
 - (2). The partner and/or Dependent Children accompanying the employee are with the employee for at least fifty (50) per cent of each overseas absence of the employee.
- (B). The following additional allowances will apply —
- (1). For a partner, 25% of the total travel grant applicable to the employee, pro-rated per day away with a cap, and/or;
 - (2). For each Dependent Child, 12.5% of the total travel grant applicable to the employee, pro-rated per day away with a cap.
- (C). A travelling allowance for adult dependents with a disability will be considered favourably on application.

7.7 Other Sources of Funding

7.7.1 Internal Funding

- (A). Other than the exceptions at 7.5.1 and 7.5.2 above, Schools are not permitted to top up Sabbatical payments with General Purpose Funds including, but not limited to,

allowances or reimbursements of Sabbatical expenditure.

7.7.2 External Funding

- (A). External funding is funding from sources outside the University, ie payments from national or international universities or other relevant companies, who may choose to fund the employee whilst on Sabbatical. Funding may include payments for living expenses while working at a location away from home whilst on Sabbatical.
- (B). Academics are encouraged to seek additional sources of funding to enhance the Sabbatical. When other sources of funding are received, a statement of earnings is required to be submitted as part of the Sabbatical Report. The expenditure of all such funds must satisfy the requirements of the *Financial Management Act 2007* (FMA) and be in accordance with the University finance policies and procedures manual and the University Policy for Professional and Consultative Work.
- (C). If an employee receives, prior to or while on Sabbatical, grants from sources other than the University, the SDVC or nominee has the discretion to require that a proportion of those funds be used to offset any financial assistance paid to them by the University. This proportion would normally be whatever funds were in excess of the cost of the additional activities for which they were intended.
- (D). All additional income other than salary and financial assistance paid by the University must be declared when making the declaration required under clause 7.4
- (E). If external funds are received by the University, these funds are to be disbursed through the Human Resources payroll system in the same manner as the payment of the Sabbatical travel grant.

7.8 Variations to Proposed Sabbatical Program

- (A). No major changes to the Sabbatical program can be made while on Sabbatical without the approval of the Head of School.
- (B). A significant variation to the approved Sabbatical will be forwarded through the Head of School, with recommendations, to the SDVC or nominee for consideration and approval.
- (C). Any variation outside the scope of this Policy must be approved by the SDVC or nominee prior to departure.
- (D). Minor variations include —
 - (1). Change of start and end dates of Sabbatical;
 - (2). Change of location to similar type location within the same country;
 - (3). Inclusion of visits to additional institutions and countries.
- (E). Significant variations include —

- (1). Substitution of approved principal activity for a different activity;
- (2). Substitution of location to another country;
- (3). Substitution of a different type of institution (e.g. Industrial rather than Tertiary);
- (4). Cancellation of a proportion of the program.

8 On Return

8.1 Return of Service

- (A). Staff are required to provide a return of service to the University equivalent to the length of the Sabbatical and at the same FTE fraction. Sabbatical will not be granted to a member of academic staff who is unable to meet this condition.
- (B). Except in the case of death or incapacity, a staff member who has been granted and taken Sabbatical and who fails to comply with clause 7.8 of this Policy or the return of service requirement, shall be required to reimburse the University the amount of —
 - (1). the Sabbatical grant; and
 - (2). the salary equivalent to the return to service shortfall – i.e. the difference between the length of the return to work and the total period of the Sabbatical taken.
- (C). The SDVC or nominee may waive or vary this requirement, in exceptional cases.

8.2 Sabbatical Report

- (A). Individuals returning from a Sabbatical are required to —
 - (1). Prepare a comprehensive Sabbatical Report within three months of the end of the Sabbatical period, to be submitted to the Head of School; and
 - (2). Deliver a presentation on the Sabbatical achievements to colleagues and/or students.

Procedure –

The Sabbatical Report should refer to the following —

- (A). List the principal activity/activities of the Sabbatical related to Teaching, Research and/or other scholarly activity;
- (B). Details of places and institutions visited;
- (C). Outline of work carried out on Sabbatical, including work carried out during the Perth portion of the absence from normal duties;
- (D). Outline the outcomes of the Sabbatical and their contribution to the teaching and/or research and/or other scholarly work of the individual and the School, including any publications resulting from the research;
- (E). Confirm that the outcomes of the Sabbatical have been presented in a seminar to the School.

The Sabbatical Report should demonstrate two or more of the following outcomes –

- (A). Category A: Teaching
 - (1). Tertiary teaching experience with relevant and applicable outcomes.
 - (2). Development of innovative applications of Interactive Learning Technologies.
 - (3). Relevant teaching with demonstrable opportunities to improve students' learning outcomes and students' experience.
 - (4). Development of innovative teaching approach, assessment or curriculum design.
 - (5). New publications or other research outputs based on teaching scholarship.
- (B). Category B: Research and Scholarly Activity
 - (1). Strong cross-disciplinary and/or collaborative research with demonstrable outcomes.
 - (2). Research outputs that meet ERA eligibility criteria.
 - (3). New research grant applications.
 - (4). Development of a relevant new field of research or scholarship.

8.3 The Report

- (A). The Sabbatical Report should provide sufficient detail to enable judgement of the success of the Sabbatical and an evaluation of whether it has led to a development, maintenance or improvement of work-related skills, knowledge and competencies.
- (B). The Head of School will provide written comments on the extent to which the stated objectives have been achieved and confirm that a presentation on the sabbatical achievements has been made in a seminar to the School. The Sabbatical Report will be forwarded to the SDVC. Employees may be asked to resubmit if their Sabbatical Report is considered unsatisfactory.
- (C). Reported outcomes will impact upon approval for subsequent Sabbaticals. Upon acceptance of the Sabbatical Report by the Head of School and SDVC, the Sabbatical Report will be forwarded to Human Resources for placement on the employee's personnel file. A copy is to be made available via the University's eLibrary.
- (D). Qualifying service for future Sabbaticals will commence from the date of return from Sabbatical, subject to clause 5.2(C) of this Policy.
- (E). The Sabbatical Report must incorporate a statement of external grants and earnings (see clause 7.7 of this Policy). The SDVC or nominee may require that a proportion of those funds be used to offset the amount of financial assistance paid by the University. Any paid work undertaken during the course of the Sabbatical must meet the same conditions for approval as provided for under the existing University Policy for Professional and Consultative Work.

8.4 The Presentation

- (A). The employee will provide a seminar on their sabbatical achievements, including an implementation plan, in a presentation (seminar) to colleagues and/or students, as appropriate for their teaching and research program, within three months of return from Sabbatical. The presentation should be advertised widely within the University. The Head of School would ordinarily attend the presentation.
- (B). A statement confirming that such a presentation was delivered must be included in the Sabbatical Report.

9 Related Forms

- (A). [Sabbatical Proposal Form.](#)
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Definitions

Continuous Service means any period of full time or fractional service given in accordance with the contract of employment without a break or with a break not exceeding a period of two weeks, and does not include any period of unauthorised absence.

Dependent Child/ren means either a child under 16 years of age who has no separate net taxable income and who is normally dependent on the employee, or a child 16 to 18 years who is undergoing full time education and is normally dependent on the employee. The age is taken as the age at the time of departure.

Eligible employee, for the purposes of this policy, means all academic employees except casual academic employees.

Fractional means part time employment which is less than full time with salary being paid as a percentage of a full time salary.

Other sources of funding means the monetary value of all income, earnings or assistance (including salaries, stipends, consulting fees, grants, travel awards and other emoluments) received in respect of the approved Sabbatical and travel from sources inside and outside the University.

Policy means this Academic Sabbatical Policy.

University is defined in the Policy Framework Policy.

University Community means all individuals who engage in University Activity and/or use University Property.

End