

**DEPARTMENT OF HEALTH MEDICAL PRACTITIONERS (CLINICAL ACADEMICS)
AMA INDUSTRIAL AGREEMENT 2013**

PSAAG 6 of 2014

This is not an official copy of the Agreement as published by the WAIRC

1. TITLE

This Agreement shall be known as the Department of Health Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2013.

2. ARRANGEMENT

1.	TITLE	1
2.	ARRANGEMENT	1
3.	APPLICATION	1
4.	NO FURTHER CLAIMS	2
5.	TERM, EXPIRY AND RENEGOTIATION OF AGREEMENT	2
6.	BACKGROUND	2
7.	AGREEMENT FLEXIBILITY	2
8.	DEFINITIONS	3
9.	CONTRACT OF SERVICE	3
10.	HOURS	6
11.	SALARIES	6
12.	PRIVATE PRACTICE	8
13.	PAID LEAVE ENTITLEMENTS	8
14.	SHIFT, WEEKEND AND PUBLIC HOLIDAY PENALTIES	8
15.	ON CALL AND CALL BACK	9
16.	CALCULATION OF PENALTIES	9
17.	RECOVERY OF OVERPAYMENTS	9
18.	REMUNERATION PACKAGING	9
19.	DISPUTE SETTLING PROCEDURES	9
20.	SIGNATURES	11
	APPENDIX 1 – POLICY ON SABBATICAL	12

3. APPLICATION

- (1) The parties to this Agreement are the Minister for Health incorporated as the Board of the hospitals formerly comprised in the Metropolitan Health Service Board under s7 of the Hospitals and Health Services Act 1927 (WA) and the Australian Medical Association (Western Australia) Incorporated (“the Association”).
- (2) This Agreement shall extend to and bind clinical academics employed by the Employer in public hospitals.
- (3) The estimated number of clinical academics bound by this Agreement upon registration is 74.
- (4) While this Agreement is in operation, it shall except as otherwise provided override all provisions of:
 - (a) the *WA Public Hospitals (Senior Medical Practitioners) Award 2011*; and

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

(5) This Agreement cancels and replaces the Department of Health Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2011.

4. NO FURTHER CLAIMS

The parties undertake that for the period of this Agreement they shall 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 shall have effect from date of registration and shall expire on 30 September 2016.

(2) Negotiations for a new agreement shall commence by 1 April 2016 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 30 September 2016 this Agreement shall 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 Health System in terms of their teaching, research and their clinical service. Such contributions are a vital part of the Health System in that they provide for the training of high quality 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

“Aggregate Salary” means the base salary and clinical loading paid to a clinical academic by the University, plus the salary paid to a clinical academic under this Agreement.

“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 Level 24” 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.

“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 Department of Health Medical Practitioners (Metropolitan Health Services) AMA Industrial Agreement 2013.

“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.

“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 Staff Agreement 2010.

9. CONTRACT OF SERVICE

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

It is a condition of the clinical academic's employment that the clinical academic remains an employee of the University. Subject to sub-clause (2)(a) below, employment under this Agreement shall cease upon the termination or cessation of the clinical academic's period of tenure or contract of service with the University.

(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 shall not be affected by the operation of this Agreement.
- (b) A decision by an Employer to terminate the employment of a clinical academic under sub-clause (2) above shall 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 shall, by this Agreement, be conferred upon a clinical academic.
- (b) No right, entitlement or condition of employment established pursuant to:
 - (i) *The University of Western Australia Academic Staff Agreement 2010* or its successor agreements; or
 - (ii) any award, including a successor award, incorporated in *The University of Western Australia Academic Staff Agreement 2010*; or
 - (iii) any other industrial instrument regulating the terms and conditions of employment of medical practitioners employed by the University,

shall 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 shall 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 shall, pursuant to this Agreement, comply with the provisions of the *Public Sector Management Act 1994* and with the provisions of the *Western Australian Public Sector Code of Ethics*, *Public Sector Standards*, and the Employer's 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 shall be deemed to be a full member of the clinical staff of the applicable hospital. A clinical academic shall, subject to the provisions of this Agreement, have the same clinical rights, duties and obligations as other members of the clinical staff and shall 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 shall 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 shall limit a clinical academic in exercising reasonable academic freedom in the pursuit of teaching and research consistent with their status as a member of the academic staff of the University.

- (10) An Employer shall be free to disclose, from time to time, relevant particulars of the terms of employment of a clinical academic to the University. A clinical academic shall not unreasonably withhold approval for the University to likewise disclose to the Employer relevant particulars of the terms of employment of the clinical academic by the University.

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, shall 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. SALARIES

- (1) Calculation of Annual Salary

Subject to sub-clauses (2) to (5) below, the salary for clinical academics shall be calculated in accordance with the relevant formula as follows:

- (a) Winthrop Professor

The salary for a clinical academic appointed to the full-time position of Winthrop Professor (Level E) under the University Industrial Agreement shall be the difference between 105% of the base salary for a full-time Consultant Year 9 (previously cited Level 24), and the base salary for a full-time Winthrop Professor plus the clinical loading for a full-time Winthrop Professor.

- (b) Professor

The salary for a clinical academic appointed to the full-time position of Professor (Level D) under the University Industrial Agreement shall be the difference between 100% of the base salary for a full-time time Consultant Year 9 (previously cited Level 24), and the base salary for a full-time Professor plus the clinical loading for a full-time Professor.

- (c) Associate Professor

The salary for a clinical academic appointed to the full-time position of Associate Professor (Level C) under the University Industrial Agreement shall be the difference between 90% of the base salary for a full-time Consultant Year 9 (previously cited Level 24), and the base salary for a full-time Associate Professor plus the clinical loading for a full-time Associate Professor.

- (d) Assistant Professor

The salary for a clinical academic appointed to the full-time position of Assistant Professor (Level B) under the University Industrial Agreement shall be the difference between 80% of the base salary for a full-time Consultant Year 9

(previously cited Level 24), and the base salary for a full-time Assistant Professor plus the clinical loading for a full-time Assistant Professor.

(2) Base salary for a full-time Winthrop Professor, Professor, Associate Professor, and Assistant Professor shall:

- (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 Winthrop Professor (Level E), Professor (Level D), Associate Professor (Level C) and Assistant Professor (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 shall be the amount in clinical loading paid by the University to a clinical academic provided that such amount shall not be less than the clinical loading prescribed in the *Higher Education Industry Academic Staff Award 2010*, as amended from time to time, for a medically qualified full-time Winthrop Professor (Level E), Professor (Level D), Associate Professor (Level C) and Assistant Professor (Level B) employed in a full clinical department in a medical school and responsible for patient care.

(4) Adjustment of Salary

Salaries shall be amended from time to time in accordance with the formula for the calculation of annual salary specified in sub-clause (1), above, to reflect adjustments to the base salaries and clinical loading as specified in sub-clauses (2) to (3), above. Allowances payable pursuant to subclauses (5) and (6), below, are not counted for the purpose of adjustment of salary pursuant to this sub-clause.

(5) Head of Department

A Clinical Academic appointed as a Head of Department in a hospital shall 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 shall 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 shall 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 shall 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 the 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 shall have the same private practice rights and obligations that are prescribed for Consultants in the Medical Practitioners Industrial Agreement including access to the full Arrangement A allowance regardless of academic classification provided that the Professional Development and Expenses Allowance does not apply to Clinical Academics.
- (2) The Employer shall 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 shall 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 shall 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 academics 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 *The University of Western Australia Academic Staff Agreement 2010* to a clinical academic, an Employer shall 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 *The University of Western Australia Academic Staff Agreement 2010*, pursuant to its administrative policy as attached at Appendix 1 current as at the date of effect of this Agreement, an Employer shall 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 shall 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 shall be calculated on the basis of the aggregate salary as defined.

15. ON CALL AND CALL BACK

- (1) A clinical academic shall have the same On-Call and Call-Back obligations and the same On-Call and Call-Back 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 Call-Back.

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 shall be payable.

17. RECOVERY OF OVERPAYMENTS

A clinical academic and the Employer shall 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 shall 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*, any questions, disputes or difficulties raised by a party to this Agreement, shall 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 shall be observed -
- (a) The clinical academic(s) concerned shall discuss the matter with the Head of Department. If the matter cannot be resolved at this level the Head of Department shall, within three working days, refer the matter to the Director of Medical Services and the clinical academic(s) shall be advised accordingly.

- (b) The Director of Medical Services shall, 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) shall 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 shall notify the Association, to enable the opportunity of discussing the matter with the Employer.
 - (d) The Employer shall, 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 shall 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 shall 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 shall 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 AMA 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 sub-clause (3).
- (5) While the above procedures are being followed no party shall 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 shall apply and the following steps shall 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 shall take the form of warnings and, if given verbally, shall 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 shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Agreement.
 - (d) This procedure shall not limit the right of an Employer to summarily dismiss a clinical academic for misconduct. Nor shall 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 shall 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

_____/_____/_____
Paul Boyatzis
Executive Director
Australian Medical Association (Western Australia) Incorporated

4 August 2014
Marshall Warner
Director Health Industrial Relations Service

Human Resources

University Policy on: Sabbatical

Purpose of the policy and summary of issues it addresses

This policy defines the nature and purpose of a Sabbatical (previously Study Leave) and sets out eligibility and accrual provisions. It also outlines the requirements to ensure a Sabbatical Contract is prepared and signed prior to commencement of any absence or payment of any travel assistance. This policy clearly outlines the obligations of employees to provide a Sabbatical Report on return to service and the prescribed period for the return to service.

Definitions

"**Employee**" means a person employed by the University who has an ongoing or fixed term contract under the terms of the Academic Staff or the Professional Staff Agreement (as amended or replaced from time to time).

"**University**" means The University of Western Australia.

Policy statement

1.1 Sabbaticals provide for periods of release from regular teaching and administrative duties for the primary purpose of research and scholarly work. They may incorporate conference attendance and/or postgraduate study to complete a higher degree. A sabbatical can be taken either outside or within the University. It may be used by Teaching Intensive staff to look at teaching developments in their field of expertise. Sabbatical may also enable an academic to engage in a period of professional practice to keep abreast of professional developments.

Contents:

1. Policy Statement	10. Accountability Requirements
2. Purpose of Sabbatical	11. Sabbatical Report
GENERAL CONDITIONS	12. Approval
3. Eligibility	13. Travel Grant
4. Rate of Accumulation	PROCEDURE
5. Length of Absence	14. Intent to Apply for Sabbatical
6. Annual Recreation & Long Service	15. Application for Sabbatical (Pt 1)
7. Variations to Proposed Program	16. Application for Sabbatical (Pt 2)
8. Return of Service	17. Sabbatical Report
9. Insurance	

2 Purpose of Sabbatical

2.1 A Sabbatical has two important purposes:

Firstly, through supporting academic staff to pursue a range of projects seen as valuable and relevant to the University and to the individual, it is an important strategy to augment the standing and reputation of the University and that of the individual academic.

Secondly, it is an important strategy in the University's commitment to "attract, develop and retain high quality staff". Sabbaticals are an important feature of academic life that provide academics with release from teaching, administrative and related duties to pursue research and other scholarly work that requires uninterrupted periods of time, including the scholarly pursuit of teaching.

2.2 The University supports sabbaticals through a generous system of travel grants to enable staff to leave the Perth metropolitan area to pursue their research.

[Back to top](#)

General Conditions Governing Sabbaticals

3 Eligibility

3.1 Eligibility for sabbatical is generally only available to academic staff (see Clause 3.2).

3.2 A sabbatical is not an entitlement. Applications are approved on their individual merit. Generally, staff appointed on research only or casual contracts are not eligible for sabbatical. Existing staff converting to a change in duties (e.g. from teaching and research to teaching intensive) may retain access by negotiation. Faculties are responsible for ensuring that research only and academic teaching intensive staff have appropriate access to professional development opportunities.

3.3 All staff appointed on teaching and research contracts on either continuing or fixed term appointments, including those with fractional appointments, are eligible for a sabbatical subject to meeting the following criteria -

3.3.1 The staff member satisfies the Faculty's criteria for 'research active' as approved by the SDVC. The definition of research active may include the scholarship of teaching. Research active definitions are established at the faculty level and reflect the academic profile, the mission and discipline mix of academic work in the faculty.

3.3.2 The employee is required to participate in a Performance Appraisal Review (PAR) to establish their performance is of sufficient standard to warrant granting sabbatical leave. The PAR is to be undertaken at least six months prior to sabbatical in conjunction with approval of the [Application for Sabbatical \(Part 1\)](#).

3.3.3 Only staff who are on an academic appointment at Level B or above will be evaluated for research active status. Level A academics and staff currently enrolled in a higher degree by research are excluded from the evaluation. Exclusions for other reasons may be made from time to time on the advice of the Senior Deputy Vice-Chancellor. Early Career Researchers would be expected to meet these definitions after a five-year honeymoon period. Professional staff who meet the required levels of research activity may be deemed eligible to apply for some of the benefits associated with that status. Part-time staff will be evaluated on a pro-rata basis determined by their fractional appointment.

3.3.4 The staff member is assessed to have the ability to benefit from and successfully complete the work proposed in the sabbatical application. The assessment to be based on the individual's academic achievements and current academic activity (including the results of any previous sabbatical).

3.3.5 The staff member would ordinarily have completed a year of teaching and research duties immediately preceding the sabbatical.

3.3.6 The staff member has not, at the time of the proposal, ceased to accrue long service leave (LSL) as a consequence of not taking LSL within 5 years of accrual, nor has an annual leave balance in excess of 8 weeks.

3.3.7 The sabbatical proposal is of sufficient quality.

3.3.8 The proposal is of sufficient importance and relevance to the University, Faculty, and School and has tangible outcomes.

3.3.9 The sabbatical can be taken without causing undue inconvenience for the School. However denial of approval of sabbatical should not be unreasonable.

- 3.3.10 If the proposal includes a travel component, the Dean is satisfied the sabbatical cannot be carried out as effectively within the University.
- 3.3.11 The Dean is satisfied that the objectives and outcomes of the staff member's most recent UWA sabbatical were substantially achieved.
- 3.3.12 The staff member signs an undertaking to provide a return of service to the University equivalent to the period of sabbatical applied for.
- 3.3.13 Members of the teaching and research staff who move into research-only roles will not, on their return to a teaching and research position, carry forward any sabbatical credits accumulated prior to their research-only activities. The Dean will be responsible for the assessment and approval or otherwise of sabbatical applications on the recommendation of the Head of School. Where an application is not recommended the staff member may appeal to the Senior Deputy Vice-Chancellor.
- 3.3.14 A Head of School, Dean or other academic who has moved into a fixed term contract for a Senior Management appointment cannot take sabbatical unless specifically approved by the SDVC. An agreed period of sabbatical, based on accumulated entitlements, may be taken at the completion of that appointment.

4 Rate of Accumulation

- 4.1 Sabbatical credits accumulate at a rate equivalent to 52 weeks after six years of continuous service. Any period of continuous service at the University (whether fractional or full time - not casual) will be recognised, on a pro rata basis (see note below) in accordance with the table at Clause 5, for the purposes of sabbatical for those eligible.
- 4.2 Prior service at another university (gained in an appointment which specified eligibility sabbatical) may be recognised for the first period of sabbatical at the University. Recognition will be at the discretion of the Dean and should be agreed at the time of appointment. Service at the University previously recognised by another university will not be recognised again.
- 4.3 Sabbatical will in no instance be approved prior to completion of three years service at this University.

Note: Staff who have changed their FTE proportion over the qualifying period will be paid their salary as an average proportion for the period of the sabbatical. For example a staff member proceeding on sabbatical after three years, two of which were full time and one 0.5, would receive 83.3% of their annual salary. Alternatively Deans may negotiate another arrangement if this imposes a financial hardship.

- 4.4 Long service leave, annual recreation leave, sick leave and parental leave count as qualifying service for sabbatical as does sabbatical count as qualifying service for those leave categories. Sabbatical credits do not accumulate however during a period of sabbatical.
- 4.5 No accrual of sabbatical will occur beyond the due date (i.e. six years) except in the circumstances where a sabbatical would otherwise have been approved if not for the operational requirements of the school. It is not necessary to go through the application process solely to establish this, however it is advised that there be written advice by the Head of School. In such circumstances the Dean may approve bringing forward the due date of the next period of leave, to reflect the rate of accrual expressed in Clause 5.2 below.

5 Length of Absence

- 5.1 Academic staff may proceed on a maximum of 52 weeks sabbatical after six years of continuous service. The minimum length of absence granted will be six months. A lesser period may be granted on recommendation of the Dean and approval of the Senior Deputy Vice-Chancellor. Periods of less than three months will not be approved in any circumstances.
- 5.2 The following table indicates the maximum periods of sabbatical which may be granted and the period of qualifying service required. Ordinarily sabbatical will be approved only as a complete period of absence from regular teaching and administrative duties, for periods of six, nine or twelve months. A six month period will include only one teaching semester. A nine month period can only be taken if combined with long service leave (LSL); that is the total period of absence is one year, nine months of which is sabbatical while three months is long service leave.

Length of Service Maximum Period of Sabbatical

Three years 26 weeks

Six years 52 weeks

5.3 Any periods of sabbatical which differ to the standards described above will require approval of the Senior Deputy Vice-Chancellor.

5.4 Where a staff member is ill for a period of at least 20 consecutive work days and produces at the time, or as soon as possible thereafter, medical evidence (satisfactory to the Senior Deputy Vice-Chancellor) that they were confined to their place of residence or a hospital, the employee may, with the approval of the Senior Deputy Vice-Chancellor, be granted (at a time convenient to the School) additional sabbatical equivalent to the period of illness. Where the clearance of the time is not convenient the Senior Deputy Vice-Chancellor may approve the re-crediting of the days. Similarly, other than in exceptional circumstances, staff may not take a sabbatical in two or three separate periods.

6 Annual and Long Service Leave

6.1 Annual recreation leave forms part of the time off for sabbatical. Staff are required to indicate on the Application for Sabbatical (Part 1) Form the period of annual recreation leave to be cleared. Below is an indicator of the minimum period of annual leave to be cleared during sabbatical:

Period of Sabbatical	Minimum Period of Annual Recreation Leave to be cleared
----------------------	---

26 weeks	10 days
----------	---------

52 weeks	20 days
----------	---------

6.2 Other than the nine month sabbatical option, long service leave may be taken in conjunction with sabbatical at a time mutually convenient to the academic and School. Staff are required to indicate on the Application for Sabbatical (Part 1) form the period of long service leave to be cleared in association with sabbatical.

6.3 Note that there may be FBT implications if the sabbatical and the LSL are taken overseas. It is the responsibility of the academic member of staff to seek advice on this issue.

7 Variations to Proposed Sabbatical Programme

7.1 Variations to the proposed sabbatical programme may be made through the Head of School for approval by the Dean. Details of any significant variation must be included with the Sabbatical Itinerary on the Application for Sabbatical (Part 2) Form required by Human Resources two months prior to departure. Completion of this form is required to formally book the absence from the University through Alesco and to arrange payment of any travel grant.

7.2 While on sabbatical a staff member may not make any major change to the sabbatical programme without approval of the Dean.

8 Return of Service

8.1 Staff are required to provide a return of service to the University equivalent to the length of the sabbatical. Sabbatical will not be granted to a member of academic staff who is unable to meet this condition.

8.2 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 (variation to the programme) or the return of service requirement shall be required to reimburse to the University the amount of:

the sabbatical grant; and

the salary paid for the period of the sabbatical on a pro rata basis.

8.3 The Senior Deputy Vice-Chancellor may waive or vary this requirement where he/she deems fit.

9 Insurance

9.1 Staff members are covered by workers compensation insurance and the University's corporate travel insurance while on sabbatical. For further information contact the University's Insurance Officer.

10 Accountability Requirements

10.1 To assess the contribution that a sabbatical makes to the University and to determine whether the original objectives have been met, it is important to have clear accountability. All arrangements to do with sabbaticals are subject to normal internal audit procedures. There is a significant planning responsibility relating to sabbaticals within Schools and Faculties. Deans and Heads of School should engage in forward planning to cater for absences in the teaching programme and to manage costs.

10.2 Under Taxation Ruling 97/14 the Taxation Office will not accept per diem claims for deductions by academics on sabbatical without substantiation because they are not paid travel allowances of the type to which the exception from the substantiation applies. Individuals are required to maintain a travel diary for taxation purposes. This diary may be required if there is a question about the quantum of the travel grant. Staff should be aware that the Australian Taxation Office wishes to assess individual cases on their merits. The interpretation of current Taxation Office rulings (see TR 98/9), however, may limit the claims of those academics living away from home during sabbatical to business-related expenses, such as business related telephone calls, conference travel, library depreciation and the like. It is the responsibility of the academic member of staff to seek advice on this issue.

11 Sabbatical Report

11.1 Individuals

11.1.1 Individuals returning from a sabbatical are required to prepare a comprehensive Sabbatical Report for the Dean, directed through the Head of School, within three months of return from sabbatical. The report will outline the outcomes achieved and the contribution to the individual's research efforts. Please note that the report outcomes will impact upon approval for subsequent sabbaticals. Upon acceptance of the report by the Dean the report will be forwarded to Human Resources for placement on the personal file and to the University Library. A copy is also to be retained by the Faculty Office and placed on the University's intranet.

11.1.2 Failure to provide a detailed report within the three month period will result in suspension of the accumulation of service towards a future sabbatical until such time as an acceptable report is furnished. If reports are late, accrual of further sabbatical credits will not be backdated. The Sabbatical Report must incorporate a statement of external grants and earnings (see 13.5). The Senior Deputy Vice-Chancellor may require that a proportion of those funds be used to offset the amount of the travel grant 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 existing policy for Academic Professional and Consultative Work.

11.2 Dean

11.2.1 Deans are to receive Sabbatical Reports from all staff within three months of returning from sabbatical. If acceptable (as determined by the Dean), a copy of the report will be sent to Human Resources for placement on the employee's personal file, with a second copy sent to the Library. A third copy of the report will remain with the Faculty. It is anticipated there will be an online repository for sabbatical reports.

11.2.2 If the report is not acceptable, the Dean will inform the staff member and request further details and/or amendments.

11.2.3 The success and outcomes or otherwise of a period of sabbatical will be a major determinant of the granting of future sabbatical.

11.2.4 Where a report is not received within the three-month period Human Resources will take action to suspend further accrual of sabbatical credits until such time as the report is received. As noted in 5.1 accrual of further sabbatical credits will not be backdated for late reports.

11.2.5 Faculties are encouraged to develop a wider dissemination of this information by placement of sabbatical reports on the World Wide Web and summaries in other University publications. It is further suggested that a returning staff member give a seminar to colleagues on the outcomes of their sabbatical.

11.2.6 Deans will report to the Senior Deputy Vice-Chancellor in March of each year identifying the outcomes of faculty sabbaticals in the previous year and providing summary statistical data on numbers, length of time, gender and level. Human Resources will send to each Dean a statistical summary for the previous twelve months in January each year.

12 Approval

12.1 The approval for sabbatical rests with the Dean of the relevant Faculty. Heads and Deans can confirm eligibility and the level of sabbatical credits available through Human Resources. Human Resources will calculate and arrange payment of any travel grant, ensuring that this information is placed on the personal file. Schools will process the payments through their accounts.

13 Travel Grant

13.1 Any member of academic staff undertaking an approved sabbatical that involves travel outside the Perth metropolitan area is eligible for a single sabbatical travel grant to assist with expenses incurred regardless of the length of the sabbatical period. However the grant would not normally be provided more than once every three years, that is, every qualifying period for sabbatical.

13.2 As a means of optimising the value of the sabbatical grant to the staff member, Schools may pay the airfares and any conference fees on behalf of the staff member (the travel grant forms part of the staff member's taxable income). Human Resources will reduce the level of the grant by this amount. It is the responsibility of the School to inform Human Resources where it has paid these costs on behalf of the staff member.

13.3 Staff airline bookings must be made through one of the University's preferred providers for travel services (UWA Appointed Travel Service Providers). Where possible it is recommended that staff should make any hotel and motel bookings with the University's preferred accommodation provider (UWA Preferred Suppliers, by Commodity).

13.4 The Individual

13.5 The amount of the grant will be calculated in two parts - fixed and variable.

13.5.1 Fixed Portion.

All members of staff proceeding overseas on sabbatical will be eligible for a fixed grant equivalent to 30% of the full economy return airfare to New York plus taxes. This figure will be adjusted with effect from 1 July in each year, and

13.5.2 Variable Portion.

The Australian Taxation Office ([TD 2012/17 "What are the reasonable travel and overtime meal allowance expense amounts for the 2012-13 income year?"](#) Appendix 1, Schedule 1 - Tables 1 and 2) has grouped all countries into six categories with the United Kingdom rated as Category 5. All members of staff proceeding on sabbatical outside the Perth metropolitan area will be eligible for an allowance based on the country to be visited with the highest category number. TD2009/15 has been used only to categorise countries for the purpose of calculating the variable portion of the sabbatical grant. The Taxation Office, as noted in 10.2, does not accept per diem claims from academics on sabbatical. Staff are required to keep receipts and records for all expenditures for this purpose.

13.5.3 In 2012/2013 this base sum will be equivalent to \$5,732.00 for a Category 5 country with travel to other countries identified as a percentage of the base. The figure will be adjusted each July. Staff from Human Resources will do the necessary calculations for the final amount of the grant.

Travel Grants - Values

Country Category	Percentage
------------------	------------

119.23

100.00

78.85

65.38

55.77

13.5.4 Where the staff member travels on sabbatical to an Australian capital city other than Perth the fixed portion of the grant will be equivalent to the standard fare and the variable portion of the grant payable will be equivalent to overseas travel to a Category 3 country.

13.6 Partner and Dependents

If the member of staff is accompanied by a partner and/or dependent children, the following additional allowances pertain:

13.6.1 For a partner 0.1671 of one per cent of the total travel allowance applicable to the staff member for each consecutive day of actual absence overseas from Australia up to a maximum of the fixed proportion of the grant;

13.6.2 For each dependent child - (see note below) 0.1197 of one per cent of the total travel allowance applicable to the staff member, for each consecutive day of actual absence overseas from Australia up to a maximum of the fixed proportion of the grant;

Note: A 'dependent child' is either a child under 16 years of age who has no separate net taxable income and who is normally dependent on the member, or a child 16 to 18 years who is undergoing full time education and is normally dependent on the member. The age is taken as the age at the time of departure. A travelling allowance for adult dependants with a disability will be considered favorably on application.

13.6.3 Payment of grants for a partner and/or dependent children will be subject to the following conditions - that the partner and/or dependent children are not entitled to another grant for sabbatical from The University of Western Australia or another institution, and

that the partner and/or dependent children accompanying the member of staff must be with the staff member for least 50 per cent of each absence of the staff member overseas.

13.6.4 Notwithstanding the provisions of 13.6.1, 13.6.2 and 13.6.3 above, travel assistance is not ordinarily available in cases where the periods of absence of the dependent partner or dependent child/children does not exceed 60 days or two calendar months, or for any period or periods falling outside the approved overseas absence of the member of staff concerned. In extraordinary circumstances, Deans have the discretion to waive the time away requirement in relation to dependants.

13.6.5 Travel assistance for the member's partner and dependent children may be payable in relation to two periods of travel away from Perth in any period of sabbatical of more than six months or one period of travel for six months, subject to the provisions of 13.6.1, 13.6.2 and 13.6.3 above.

13.6.6 In those cases where the total continuous absence of a partner and dependent children is equal to or greater than eleven months the absence will be treated as a twelve month absence for the purposes of calculating the amount of travel assistance for a partner and dependent children.

13.6.7 If a member of academic staff and the member's partner are both employed by the University and both are eligible for sabbatical, they shall be treated separately for sabbatical grant purposes. If there are dependent

children either may be eligible for an allowance in respect of the children but not both in respect of the same child or children.

13.6.8 In addition, in extraordinary circumstances, Deans have the discretion to waive the time away requirement in relation to dependants.

13.7 Sources of Funding Other Than Sabbatical Grant

13.7.1 Academics are encouraged to seek additional sources of funding to compliment the University's travel grant and enhance the sabbatical. However as noted in 11.1.2 a statement of earnings is required as part of the Sabbatical Report, and the expenditure of all such funds must satisfy the requirements of the Financial Management Act 2006 (FMA) and be in accordance with the University Finance Policies and Procedures Manual.

13.7.2 If prior to or while on sabbatical a member of staff receives grants from sources other than the University of Western Australia, the Senior Deputy Vice-Chancellor has the discretion to require that a proportion of those funds be used to offset the travel grant paid to them by the University. This proportion would usually be whatever funds were in excess of the cost of the additional activities for which they were intended.

13.7.3 For the purpose of this clause the expression 'other sources of funding' refers to 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 programme of study and travel from sources outside the University. It is considered that the source of funds acquired during sabbatical (other than salary and sabbatical grant) is irrelevant, and that ALL additional income must be declared when making the declaration required under Clause 11.1.2

Procedure

14 Intent to Apply for Sabbatical

14.1 A member of academic staff wishing to proceed on sabbatical is required to complete a Notification of Intent to Apply for Sabbatical form and submit it to the Head of School by 30th April prior to the calendar year in which it is proposed the sabbatical will commence. Completion of the Notification of Intent to Apply for Sabbatical form allows the Head of School and Dean to assess the request, approve in principle, to engage in any necessary changes to the academic programme in order to cater for the absence, and to make allowance for the travel grant in their budgets. Decisions where practicable should be made by 30th June or as soon as possible thereafter.

15 Application for Sabbatical - Part 1

15.1 A detailed application will be required a minimum of six months prior to the commencement of the sabbatical. The Application for Sabbatical (Part 1) will require the written support of the Head of School who will assess its merits in terms of the criteria outlined in Clause 3. The application should be accompanied by the applicant's updated Curriculum Vitae as developed for the Academic Portfolio. On receipt of the recommendation and completed application from the Head of School, the Dean will approve, defer, reject or seek further information on the application.

15.2 Once a decision has been made, the Dean will advise the applicant by letter and forward a copy of the approved application to Human Resources for the personal file.

16 Application for Sabbatical - Part 2

16.1 At least two months prior to commencement of sabbatical, applicants should provide to Human Resources a completed Application for Sabbatical (Part 2) together with a copy of any approved variations to the original approved sabbatical programme. Prior to the disbursement of any funds the applicant must sign a contract which outlines clearly all obligations to the University including an undertaking to provide a return of service to the University equivalent to the period of sabbatical applied for. Human Resources will forward a copy of the details of any travel grant to the Dean for his/her records.

17 Sabbatical Report

17.1 A SABBATICAL REPORT IS TO BE PREPARED WITHIN THREE MONTHS OF RETURN TO DUTIES. REFER CLAUSE 11.