

**WA HEALTH SYSTEM - MEDICAL PRACTITIONERS (CLINICAL ACADEMICS)  
AMA INDUSTRIAL AGREEMENT 2016**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

<b>PARTIES</b>	THE HEALTH SERVICE PROVIDERS ESTABLISHED PURSUANT TO SECTION 32(1)(B) OF THE HEALTH SERVICES ACT 2016	<b>APPLICANT</b>
	-v-	
	THE AUSTRALIAN MEDICAL ASSOCIATION (WESTERN AUSTRALIA) INCORPORATED	<b>RESPONDENT</b>
<b>CORAM</b>	PUBLIC SERVICE ARBITRATOR COMMISSIONER T EMMANUEL	
<b>DATE</b>	FRIDAY, 30 JUNE 2017	
<b>FILE NO</b>	PSAAG 1 OF 2017	
<b>CITATION NO.</b>	2017 WAIRC 00378	

**Result**                      Agreement registered

**Representation (by correspondence)**

**Applicant**                      Ms R Sinton

**Respondent**                      Ms M Kuhne

*Order*

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


AND WHEREAS I am satisfied that the agreement meets the requirements of the *Industrial Relations Act 1979* (WA) and that it should be registered;

AND WHEREAS the parties have consented to the Commission registering the agreement without the need to attend a hearing for the purpose;

NOW THEREFORE I, the undersigned, pursuant to the powers conferred on me by the *Industrial Relations Act 1979* (WA) order –

THAT the agreement made between the parties filed in the Commission on 15 June 2017 entitled ‘WA Health System – Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2016’ attached hereto be registered as an industrial agreement in replacement of

the 'Department of Health Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2013' which by operation of s 41(8) is hereby cancelled.

 (Sgd.) T. EMMANUEL

COMMISSIONER T EMMANUEL  
PUBLIC SERVICE ARBITRATOR

**WA HEALTH SYSTEM - MEDICAL PRACTITIONERS (CLINICAL ACADEMICS)  
AMA INDUSTRIAL AGREEMENT 2016**

## 1. TITLE

This Agreement shall be known as the WA Health System - Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2016.

## 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; and
  - (d) 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 85.
- (5) 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 *WA Health System - Medical Practitioners - AMA Industrial Agreement 2016*.
- (5) This Agreement cancels and replaces the *Department of Health Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2013*.

#### **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 2019.
- (2) Negotiations for a new agreement shall commence by 1 April 2019 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 2019 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 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 2016*.

“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 Staff Agreement 2014* 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 shall 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 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 subclause (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 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,

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 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 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. 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 shall be calculated and paid in accordance with the relevant formula as follows:

- (a) Winthrop Professor

The Employer Component of annual salary for a Clinical Academic appointed to the full-time position of Winthrop Professor (Level E) under the University Industrial Agreement shall 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 Winthrop Professor (Level E) plus the University prescribed clinical loading for a full-time Winthrop 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 Winthrop Professor (Level E) plus the University prescribed clinical loading for a full-time Winthrop Professor (Level E) for Clinical Academics who exercise private practice rights under Arrangement B.

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 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.

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) Professor

The Employer Component of annual salary for a Clinical Academic appointed to the full-time position of Professor (Level D) under the University Industrial Agreement shall 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 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 Professor (Level D4) plus the University prescribed clinical loading for a full-time Professor (Level D4) for Clinical Academics who exercise private practice rights under Arrangement B.

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.

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) 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:

- (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 Associate Professor (Level C6) plus the University prescribed clinical loading for a full-time Associate Professor (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 Associate Professor (Level C6) plus the University prescribed clinical loading for a full-time Associate Professor (Level C6) for Clinical Academics who exercise private practice rights under Arrangement B.

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.

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) 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:

- (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 Assistant Professor (Level B6) plus the University prescribed clinical loading for a full-time Assistant Professor (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 Assistant Professor (Level B6) plus the University prescribed clinical loading for a full-time Assistant Professor (Level B6) for Clinical Academics who exercise private practice rights under Arrangement B.

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.

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 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

The Employer Component of annual salary shall 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 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 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 shall 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 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 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 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 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 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 Arrangement B 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**

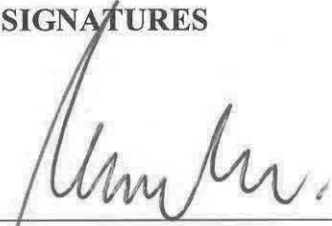
- (1) Subject to Clause 4 – No Further Claims and the provisions of the *Industrial Relations Act, 1979* (WA), any questions, disputes or difficulties raised by a party to this Agreement, shall be settled in accordance with the following procedures.
- (2) If the matter is raised by a Clinical Academic, 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 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 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**



15, 6, 17

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



15, 06, 17

Karen Callaghan  
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-2016	On and from 1-Oct-2017	On and from 1-Oct-2018
Winthrop Professor (E1)	\$386,564	\$392,362	\$398,248
Professor (D4)	\$373,234	\$378,832	\$384,515
Associate Professor (C6)	\$346,574	\$351,773	\$357,050
Assistant Professor (B6)	\$319,915	\$324,713	\$329,584

### TABLE 2 – ARRANGEMENT B AGGREGATE SALARY RATES\*

Classification	On and from 1-Oct-2016	On and from 1-Oct-2017	On and from 1-Oct-2018
Winthrop Professor (E1)	\$279,926	\$284,125	\$288,387
Professor (D4)	\$266,596	\$270,595	\$274,654
Associate Professor (C6)	\$239,936	\$243,535	\$247,188
Assistant Professor (B6)	\$213,277	\$216,476	\$219,723

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

## University Policy on: Academic Sabbatical

UWA Policy No. UP15/3

### Purpose of the policy and summary of issues it addresses

This policy defines the nature and purpose of Sabbatical, setting out the eligibility criteria, qualifying service and accumulation, approval process and financial support.

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.

**This policy should be read in conjunction with Academic Sabbatical Guidelines.**

This policy does not apply to casuals.

### 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.

**"Dependent Child"** 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. A travelling allowance for adult dependents with a disability will be considered favourably on application.

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

**"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.

**"SDVC"** means the Senior Deputy Vice Chancellor.

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

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## APPLICATION & APPROVAL

### 10. The Application

### 11. The Approval

#### Policy statement

**This policy should be read in conjunction with Academic Sabbatical Guidelines.**

#### 1 Principles

1.1 Sabbatical is a significant strategic investment by the University enabling release from regular duties to pursue key areas of academic activity that contribute to the School and Faculty strategy, and are aligned with the University strategic direction. It provides the opportunity -

- to maintain and improve teaching skills and scholarship, undertake research, creative work or clinical innovation; and
- for active collaboration with the best in the academic's field globally while developing and expanding industry, research and community linkages in Australia and internationally.

1.2 Sabbatical is a benefit that may be offered to eligible staff who meet the criteria when circumstances permit. Sabbatical is not to be regarded as an entitlement as it is a privilege conveyed upon academic staff. Approval is conditional upon a high quality proposal which is aligned with University strategy, the employee's development goals and stage of career; and the operational needs and resourcing of the Faculty.

1.3 Approval is not to be considered automatic even when the applicant satisfies the eligibility requirements and/or at the end of each qualifying period.

1.4 The approved Sabbatical will be at a time which causes the least disruption to the academic activities of the School and Faculty.

1.5 Encouragement is given to applications that facilitate the release of staff with significant teaching responsibilities and/or facilitate the enhanced development of female and/or early career academic staff.

#### 2 Authority

2.1 The final authority to approve applications and financial support rests with the SDVC, who will normally delegate authority for approval to Faculty Deans for all applications that are entirely consistent with this policy. Any cases involving a departure from the normal provisions of the Sabbatical Policy are referred to the SDVC.

2.2 In exceptional circumstances the SDVC 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 University.

#### General Conditions Governing Sabbaticals

#### 3 Eligibility to Apply

3.1 All employees appointed on teaching and research (T&R) 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.

3.1.1 Provided fixed term contracts of employment extend beyond the period of Sabbatical by at least an equivalent period to ensure sufficient time for the required return of service to the University.

3.1.2 Employees with fractional appointments of less than 50% may be considered eligible at the SDVC's discretion.

3.2 Employees may incorporate postgraduate study to complete a higher degree with the approval of the Deputy Vice-Chancellor (Research).

3.3 Normally employees who are teaching intensive or appointed on research-intensive contracts will not be eligible for Sabbatical. However a case can be made by the Dean to the satisfaction of the SDVC.

3.3.1 Faculties are responsible for ensuring that teaching intensive and research intensive staff who are ineligible to apply for Sabbatical have access to appropriate professional development opportunities.

3.3.2 When applicable, any case for research-intensive academics can only be considered if Sabbatical is permitted under the funding rules of the funding agency.

3.4 Employees whose employment category changes from research intensive to teaching and research will begin Sabbatical qualifying service from the date of commencement or resumption to a teaching and research role.

3.5 A Head of School, Dean or other academics who have moved to a fixed term appointment as Head of School, Dean or another senior management role cannot take Sabbatical unless specifically approved by the SDVC, who may agree and approve a period of Sabbatical at the completion of the fixed term contract, based on calculation of accumulation during the senior management role.

3.6 Professional staff who meet the required levels of research activity (at Level 10 Grade 4 or above), or whose salary is tied to an academic salary, are referred to University Policy: Study Leave.

#### 4 Criteria

4.1 Applications will be submitted under one of two categories -

##### A. Teaching

Gaining skills, knowledge, application and/or practice in teaching, curriculum, assessment or use of Interactive Learning Technologies to improve student learning outcomes and students' experience.

##### B. Research and scholarly activity

- Pursuit of research and innovation; and/or
- General scholarship.

4.2 Employees intending to apply for Sabbatical under the categories of -

- "Teaching"; or
- "Research and scholarly activity" (for staff who do not satisfy the Faculty's criteria for 'research active'),

will need to have measurable objectives for the Sabbatical set and agreed during Performance and Development Appraisal (PDA) and Interim Academic Meetings, commensurate to opportunity provided by workload. Objectives set will be specific and tailored to the individual. Objectives for early career academics (within the first five years) will be modest, measurable and relative to workload. Eligibility, criteria and the set objectives must be achieved before applying for Sabbatical.

4.3 Minimum ratings in all categories of the most recent PDA, to have been undertaken no more than twelve months before applying, must demonstrate that the employee "Meets the University's High Expectations". An extract from the most current PDA (Table of Specific Assessment) should be attached to the application for Sabbatical.

4.4 The employee will not, at the time of applying for the proposed Sabbatical -

- have ceased to accrue long service leave (LSL) as a consequence of not clearing LSL within 5 years of accrual, and/or
- have a projected annual leave accrual in excess of 8 weeks at the date of commencing Sabbatical.

4.4.1 Any consideration for approval in these circumstances will require a leave plan (agreed between the employee and their Head of School) to be finalised and included with the application before it is considered by the Faculty Review Panel. The leave plan will reduce leave balances to clear the LSL accrual (see 7.2 of this policy) and/or reduce the annual leave balance to below 8 weeks.

4.5 Before proceeding on Sabbatical, the employee will sign and submit an undertaking to return to service at the University equivalent to the proposed period of Sabbatical.

4.6 A detailed report has been accepted by the Dean from any previous period of Sabbatical, confirming objectives were achieved.

## **5 Rate of Accumulation**

5.1 Sabbatical qualifying period accumulates at a rate equivalent to 26 weeks after three years of continuous service.

5.2 In exceptional circumstances approval by the SDVC for a 52 week accumulation (six years of continuous service) may be sought (see 6.2 of this policy).

5.3 Qualifying service will commence from the date of -

- Appointment; or
- Return from previous Sabbatical (when the Sabbatical report has been submitted and accepted within three months of return); or
- Receipt of a Sabbatical report (which has been submitted and accepted more than three months after return from previous Sabbatical).

5.4 Sabbatical will in no circumstances be approved prior to completion of three years' service at the University.

5.5 When Sabbatical is approved by the SDVC for two or three separate periods (see Clause 6.5 below), any further application will be considered three years after return from the last of those separate periods.

5.6 Long service leave, annual recreation leave, personal leave and paid parental leave count as qualifying service for Sabbatical, and Sabbatical counts as qualifying service for those leave categories.

5.7 Sabbatical eligibility does not accumulate during any period of leave without pay exceeding two weeks or absence on Sabbatical.

5.8 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 Dean and should be agreed at the time of appointment. Service recognised by the previous university will not be recognised again.

5.9 The rate of pay during the period of Sabbatical will be maintained at the rate of pay at commencement of the Sabbatical. Double or half pay will not be approved.

## **6 Length of Absence**

Academic staff may proceed on a maximum of 26 weeks Sabbatical after three years of continuous service.

6.1 Approval of 39 weeks Sabbatical (after 4.5 years of continuous service) may be approved if the Sabbatical is combined with long service leave (LSL). That is, the total period of absence is twelve months comprising nine months (39 weeks) Sabbatical together with three months long service leave.

6.2 Approval of 52 weeks (after six years of continuous service) may be considered by the SDVC when -

- The intrinsic nature of the project requires more than six months; and/or
- The employee has held a senior management position (e.g. Dean, Head) and needs to redevelop research and scholarship.

6.3 Sabbatical will be approved as a single absence to release an employee from regular teaching and administrative duties. The program will not extend beyond one semester (together with associated University vacations) and will not impinge on two teaching semesters unless the Sabbatical is for 9 or 12 months.

6.4 A lesser period of three months may be granted to Clinical Academics on recommendation of the Dean and approval of the SDVC. Periods of less than three months will not normally be approved in any circumstances.

6.5 Any periods of Sabbatical which differ from the standards described above, including Sabbatical in two or three separate periods, will require approval of the SDVC.

## **7 Other Leave**

### **7.1 Annual Recreation Leave**

Annual recreation leave forms part of the Sabbatical period. Employees are required to indicate on the Sabbatical Proposal Form the period of annual recreation leave to be cleared. Minimum periods of annual leave to be cleared during Sabbatical are 10 days for a 26 week Sabbatical and 20 days for a 52 week Sabbatical.

### **7.2 Long Service Leave**

Other than the nine month Sabbatical option (referred to in 6.1 above), applications for long service leave to be taken in conjunction with six months Sabbatical will take into consideration the School's capacity to cover workloads and confirmation that the required combined absence will not cause undue inconvenience for the School. Staff are required to indicate on the Sabbatical Proposal Form the period of long service leave to be cleared in association with Sabbatical.

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.

### **7.3 Personal Leave**

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, be granted (at a time convenient to the School) additional Sabbatical equivalent to the period of illness. The period of illness must be supported by medical evidence that the employee was confined to their place of residence or a hospital.

## **8 Insurance**

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 website.

## **9 Audit Requirements**

All Sabbatical arrangements are subject to normal internal audit procedures.

## **APPLICATION AND APPROVAL**

### **10 The Application**

10.1 The application 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 against the Faculty and University strategic priorities.

10.2 Applications are submitted through a Faculty Panel chaired by the Dean for assessment, ranking and approval.

10.3 Applications for Sabbatical are to be submitted before the end of April in the year preceding the taking of Sabbatical.

10.4 Applications for Sabbatical which do not include a travel component will demonstrate that proposed activities cannot be undertaken at the University.

10.5 Applications for Sabbatical which include a travel component will demonstrate that the Sabbatical cannot be carried out as effectively in Perth.

10.6 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.

## **11 The Approval**

11.1 Each Faculty Sabbatical Panel will convene before the end of June each year to consider all applications received for the following year and make recommendations to the Faculty Dean.

11.2 The Dean may approve applications, on the recommendation of the Panel, which conform to the provisions of the Sabbatical Policy. Any applications which include a departure from the provisions of the Sabbatical Policy are to be referred to the SDVC for approval with the Dean's support, demonstrating why the departure from policy is in the best interests of the University.

11.3 Priority may be given to approved applications from the previous round which could not be granted because of Faculty and/or School requirements, from early career researchers and from employees who have provided a statement for evaluation of Achievement Relative to Opportunity.

11.3.1 The process of evaluating 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 employees. The Panel may specify how employees might best present their Achievement Relative to Opportunity statement, and information about the specifications should be made available to all employees seeking assessment by the Panel.

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.

## **12 Appeal of Decisions**

An unsuccessful applicant may appeal to the SDVC on the grounds that the decision of the Faculty Sabbatical Panel and Dean was based on an improper assessment process. The SDVC will convene an ad-hoc appeal panel, which will include either the Deputy Vice Chancellor (Research) or Deputy Vice Chancellor (Education), to advise on such an appeal. The decision of the SDVC will be final.

## **13 Travel and Financial Support**

13.1 Any member of academic staff undertaking an approved Sabbatical that involves travel outside Western Australia 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 contingent to the success of the Sabbatical and is well suited to the academic activities to be undertaken.

13.2 The grant may be taxed or non-taxed - refer to 13.8 below.

13.3 The grant will not normally be provided more than once every three years.

13.4 Financial support for travel during Sabbatical is subject to annual review.

13.5 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 -

- the travel forms part of a Sabbatical; and
- the travel is self-funded. Self-funded for the purposes of this clause means the academic will be paying for the travel themselves (having received a Sabbatical Grant which contributes to the costs of travel). Faculties and Schools will not fund air travel or accommodation, irrespective of the source of the funding.

13.6 A Travel Diary is to be maintained by the employee in accordance with the University Travel Policy.

13.7 Details are to be included in the application where an external organisation is booking and paying for air travel and/or accommodation, and in the case of air travel the traveller is required to submit a travel requisition within the Travel Requisitioning System for approval. The e-ticket or itinerary must then be emailed to [travel@uwa.edu.au](mailto:travel@uwa.edu.au). This enables the travel details to be entered into the UWA Traveller Locator System and for emergency assistance to be provided as required.



### 13.8 Travel Grants

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 13.8.2 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.

#### 13.8.1 Non-taxed Grant

While on Sabbatical, having received a non-taxed grant, the following payment methods are excluded -

- Per Diems;
- Corporate Credit Card; and/or
- Reimbursement and cash advances.

Any additional work related expenses cannot be reimbursed.

**Note** that these exclusions do not apply in regard to other special purpose grants which are funds restricted for a special activity or project, where activities while on Sabbatical directly link to the activity or project funding.

#### 13.8.2 Taxed Grant

Where the employee elects to receive a taxed grant, the University will withhold tax on the grant according to PAYG withholding rules.

While on Sabbatical, having received a taxed grant, the following is permissible:

- Additional funding from the employee's operating funds (includes Consultancy and ARC funds) by way of reimbursement through submission of receipts through Financial Services. These funds may only be used for legitimate work-related expenses such as conference fees and publications.
- An Expense Benefit Declaration Form needs to be completed and forwarded to the Tax team in Financial Services.

13.8.3 Employees may elect not to apply for Sabbatical grant. If no grant is paid the employee may seek faculty approval for funding from other sources and/or reimbursement of legitimate work-related travel costs and expenses (such as conference fees while on sabbatical).

### 13.9 Partners and dependents

13.9.1 If the employee is accompanied by a partner and/or dependent children, an additional allowance may be paid if:

- The partner and/or dependent children are not entitled to another grant for sabbatical from the University or another institution; or
- 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.

13.9.2 The following additional allowances will apply:

- For a partner, 25% of the total travel grant applicable to the employee, pro-rated per day away with a cap, and/or;
- For each dependent child, 12.5% of the total travel grant applicable to the employee, pro-rated per day away with a cap.

## 14 Other Sources of Funding

## 14.1 Internal Funding

Other than the exception at 13.8.1. above, faculties are not permitted to top up Sabbatical payments with operating funds including, but not limited to, allowances or reimbursements of Sabbatical expenditure.

## 14.2 External Funding

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.

14.2.1 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 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.

14.2.2 If an employee receives, prior to or while on Sabbatical, grants from sources other than the University, the SDVC 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.

14.2.3 All additional income other than salary and financial assistance paid by the University must be declared when making the declaration required under Clause 17.1.4.

14.2.4 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.

## 15 Variations to Proposed Sabbatical Program

No major changes to the Sabbatical program can be made while on Sabbatical without approval.

15.1 Applications for any minor variations to the approved Sabbatical proposal must be supported by the Head of School and approved by the Dean.

15.2 A significant variation to the approved Sabbatical will be forwarded through the Dean, with recommendations, to the SDVC for consideration and approval.

15.3 Any variation outside the scope of this Policy must be approved by the SDVC prior to departure.

## ON RETURN

### 16 Return of Service

16.1 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.

16.2 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 15 (variation to the program) or the return of service requirement, shall be required to reimburse the University the amount of:

- the Sabbatical grant; and
- 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.

16.3 The SDVC may waive or vary this requirement.

## 17 Sabbatical Report

Individuals returning from a Sabbatical are required to:

- Prepare a comprehensive Sabbatical Report for the Dean and Faculty Panel, within three months of the end of the Sabbatical period; and
- Make a presentation to colleagues and/or students.

### 17.1 The Report

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.

17.1.1 The Head of School will provide written comments on the extent to which the stated objectives have been achieved. The Report will be forwarded to the Faculty Sabbatical Panel. Employees may be asked to resubmit if their Report is considered unsatisfactory.

17.1.2 Report outcomes will impact upon approval for subsequent Sabbaticals. Upon acceptance of the Report by the Dean (based on the recommendations of the Faculty Sabbatical Panel), the Report will be forwarded to Human Resources for placement on the personal file. A copy is to be retained by the Faculty office and to be made available via the University's eLibrary.

17.1.3 Qualifying service for future Sabbaticals will commence from the date of return from Sabbatical. If the Report is received more than three months after return from Sabbatical, the accumulation period will commence from date of receipt of the Report.

17.1.4 The Sabbatical Report must incorporate a statement of external grants and earnings (see Clause 14 of this policy). The SDVC 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.

### 17.2 The Presentation

The employee will provide an implementation plan including a presentation to colleagues and/or students, as appropriate for their teaching and research program, within three months of return. The Head of School, Associate Dean (Research) and Associate Dean (Education) - or equivalent - would ordinarily attend the presentation. The SDVC may also elect to attend a selection of presentations across the University.

The presentation will be considered as part of recommendation of the panel and acceptance of the Sabbatical Report by the Dean.

## THE PANELS

### 18 Faculty Panel

The Dean will establish a Faculty Sabbatical Panel to -

- assess the eligibility and criteria requirements and merit of all applications and make recommendations to the Dean;
- consider all Sabbatical Reports and make recommendations to the Dean. The panel will evaluate whether the Sabbatical led to the development, maintenance or improvement of work related skills, knowledge and competencies and the extent the stated objectives have been achieved;
- co-ordinate academic presentations to Faculty staff and students on return from Sabbatical;
- prepare a report by the end of October of each year for submission to the SDVC advising details of successful and unsuccessful applications, including details of applications with a statement of achievement relative to opportunity and early career applicants, summaries of completed Sabbaticals and the number of current and proposed Sabbaticals.

### 19 Central Panel

The SDVC will establish a central Sabbatical Panel to meet each November to consider a summary of Sabbaticals undertaken and outcomes on return for the previous twelve months, and to review the policy covering Sabbaticals and review the level of financial assistance through central funding.

**Related forms**

Sabbatical Proposal Form and Online submission of proposal

Confirmation of Sabbatical Form

Sabbatical Report Cover Sheet