

# Sabbatical Leave – Teaching Service Schedule of Conditions

## 1. PURPOSE

Sabbatical leave is a professional renewal incentive scheme designed to provide employees in the Teaching Service with a flexible arrangement whereby they can fund a period of sabbatical leave. In particular, sabbatical leave enables employees to engage in a variety of alternative activities of their choice and to gain skills and experiences that they might not otherwise be able to access.

## 2. GENERAL PRINCIPLES

The following general principles apply to employees participating in the Sabbatical Leave Scheme (the scheme):

- (1) The scheme comprises two components:
  - A *work period*, during which the employee agrees to receive their substantive salary reduced by 20%; and
  - A *sabbatical leave period*, during which the employee is placed on leave and receives the accrued salary owing.
- (2) Participation in the scheme is subject to:
  - The employee agreeing to have their substantive salary reduced by 20% for the work period. For principals and assistant principals, the substantive salary is the total remuneration package less the employer superannuation contribution.
  - The employee having a current term of employment with the Department of Education and Training that extends beyond the proposed sabbatical leave period.
  - The employee agreeing to the terms and conditions applying to the scheme.
  - Approval from the regional director for applications from principals and approval from the principal for applications from all other employees in the Teaching Service.
- (3) When electing to enter the scheme the employee may select a work period with a duration of one, two, three or four years.
- (4) Immediately following the completion of the work period, the employee will commence the sabbatical leave period. During this period the employee may elect to receive the accrued salary owing from the work period paid at either:
  - (i) 100% of the substantive salary to which the employee would otherwise be entitled if the employee were not on leave of absence; or
  - (ii) 80% of the substantive salary to which the employee would otherwise be entitled if the employee were not on leave of absence.

The duration of the sabbatical leave period applicable for each work period and selected payment option for the accrued salary owing is outlined below:

Work Period Year(s)	Sabbatical leave at 100% salary	Sabbatical leave at 80% salary
One	10.4 weeks	13 weeks
Two	20.8 weeks	26 weeks
Three	31.2 weeks	39 weeks
Four	41.6 weeks	52 weeks

- (5) Unless otherwise determined by the Secretary the sabbatical leave period will not count for service for any purpose.
- (6) Both the work and sabbatical leave periods will commence on a date agreed by the employee and the regional director/principal.
- (7) Where the sabbatical leave period spans a school vacation period, the school vacation period will be considered as part of the sabbatical leave period.

### 3. CONDITIONS APPLYING TO THE SABBATICAL LEAVE SCHEME

- (1) During the **work period** normal terms and conditions of employment continue to apply.  
During the **sabbatical leave** period normal terms and conditions of employment continue to apply as if the employee were on leave without pay not to count for service.
- (2) **Application Procedure**  
An employee may apply to join the scheme by writing to their regional director/principal.
- (3) **Remuneration**  
Throughout the work period, salary payments to the employee will be made on the regular payroll dates. During the sabbatical leave period, the employee may elect to have their salary payments made either on the regular payroll dates, or in one lump sum at the beginning of the sabbatical leave period.
- (4) **Resumption at the end of the sabbatical leave period**  
The employee is required to resume duty at the end of the sabbatical leave period unless other leave has been approved. The employee will resume at 100% of salary.
- (5) **Deferment of the sabbatical leave period**
  - (i) The sabbatical leave period may be deferred for up to fifty-two weeks at the instigation of the employee, provided that, unless otherwise agreed with the regional director/principal, the request to defer the sabbatical leave period is made in writing at least three months prior to the scheduled commencement date.  
  
Requests for deferral will be considered having regard to the school's educational program and workforce needs and will not be unreasonably refused.
  - (ii) The sabbatical leave period may be deferred for up to fifty-two weeks at the instigation of the regional director/principal, provided that the employee is given notice in writing at least three months prior to the scheduled commencement of the sabbatical leave period, and it is considered essential for that employee to be on duty during the sabbatical leave period.
  - (iii) Where the sabbatical leave period is deferred, the employee will be paid 100% of their substantive salary from the end of the work period until the commencement of the deferred sabbatical leave period.
  - (iv) Where the sabbatical leave period is deferred, the period covered by the agreement will be extended by an equivalent period.
- (6) **Terminating participation in the scheme**
  - (i) The sabbatical leave agreement will be terminated if:
    - The employee elects to leave the scheme during the work period provided that, unless otherwise agreed, the employee provides the regional director/principal with three months written notice prior to the end of the work period.  
  
The employee cannot elect to leave the scheme during the sabbatical leave period (return to duty) unless approved by the regional director/principal.
    - The employee is on any approved leave for a period that extends beyond 52 continuous weeks unless otherwise agreed.
    - The employee is granted leave without pay to take up other approved employment during the combined work and sabbatical leave periods.
    - The employee ceases to be an employee of the Department for any reason.
  - (ii) Where the employee leaves the scheme prior to the conclusion of the combined work and leave periods, the employee will be refunded an amount equal to the actual monies accrued during the work period less (where applicable) the actual monies paid up to the date of leaving the scheme in the sabbatical leave period.

**(7) Employment during the sabbatical leave period**

- (i) The employee may undertake employment during the sabbatical leave period outside the Department subject to obtaining permission in accordance with the Department's external employment policy.
- (ii) The employee may not undertake employment with the Department during the sabbatical leave period.

Where the employee is offered employment with the Department during the sabbatical leave period, the employee must seek approval to defer the period of sabbatical leave or terminate the sabbatical leave agreement prior to commencing the employment.

**(8) Movement to another position**

- (i) The employee who moves substantively to another position during the combined work and sabbatical leave periods may continue to participate in the scheme subject to the agreement of the regional director/principal of the work location of the new position.
- (ii) Where continuation is not approved the employee will be refunded an amount in accordance with clause 3(6)(ii).

**(9) Time fraction changes**

Where the employee changes their time fraction during the work period, the average time fraction for the work period will be used to determine the salary applicable for the sabbatical leave period.

**(10) Paid leave during the work period.**

- (i) Paid leave may be taken at any time during the work period in accordance with the normal policy requirements applicable to the type of leave sought.
- (ii) The employee will continue to be paid at 80% of their substantive salary during the period of paid leave. Such leave will be considered as if it were part of the work period.
- (iii) Where the employee wishes to receive 100% of their substantive salary while on paid leave, the employee may elect to:
  - Suspend their participation in the scheme for the duration of the period of paid leave; or
  - Terminate their participation in the scheme.
- (iv) Where participation in the scheme is suspended the employee will receive 100% of their substantive salary during the period of paid leave. At the conclusion of the paid leave, the employee will resume participation in the scheme and will receive their substantive salary reduced by 20% for the remainder of the work period. The work period will be extended by a period equivalent to the duration of the paid leave.
- (v) Where the employee elects to leave the scheme the employee will be refunded an amount in accordance with clause 3(6)(ii).

**(11) Unpaid leave during the work period**

Unpaid leave may be taken during the work period subject to the approval of the employee's regional director/principal. This leave will not normally form part of the work period and will extend the work period by an amount equivalent to the leave taken.

**(12) Leave during the sabbatical leave period**

Long service leave will not be approved during the sabbatical leave period.

Leave without pay will not normally be approved during the sabbatical leave period.

Non-discretionary paid leave such as maternity leave, partner leave and other paid parental leave may be taken during the sabbatical leave period. Participation in the scheme will be suspended for the period of leave and the employee will receive 100% of their substantive salary. At the conclusion of the period of non-discretionary leave, the employee will resume participation in the scheme unless a further period of leave is approved. The sabbatical leave period will be extended by a period equivalent to the duration of the non-discretionary leave.

**(13) Personal leave**

- (i) The employee will be credited with personal leave entitlements for the duration of the work period in accordance with their time fraction.
- (ii) The employee may be granted personal leave during the sabbatical leave period on provision of a required document.
- (iii) Personal leave taken during the sabbatical leave period will extend the duration of the sabbatical leave period by an amount equivalent to the personal leave taken.

**(14) Workers' Compensation**

- (i) The employee will retain their right to access entitlements to compensation as prescribed by the *Workplace Injury Rehabilitation and Compensation Act 2013*. However, the level of weekly workers' compensation payments payable will be affected by the reduction in salary over the combined work and sabbatical leave periods.
- (ii) Where the employee is placed on workers' compensation leave during the work period, which is likely to be for an extended period, the employee may elect to leave the scheme and will be refunded an amount in accordance with clause 3(6)(ii).
- (iii) Where the employee is on workers' compensation leave and/or an alternative duties return to work program during the work or sabbatical leave periods, such leave will not affect the periods covered by the agreement.
- (iv) If the employee suffers a compensable injury whilst working for another employer during the sabbatical leave period, the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* will apply as to which employer, or employers, the claim is to be registered against and determine the Pre Injury Average Weekly Earnings applicable.

**(15) Performance and development arrangements**

- (i) The normal performance and development arrangements continue to apply to the employee.
- (ii) If the employee is eligible for progression and is absent on sabbatical leave at the time of assessment alternative arrangements for the assessment can be agreed.

**(16) Higher duties**

- (i) The employee will be eligible for higher duties assignments during the work period.
- (ii) The amount of higher duties allowance will be the difference between 100% of the employee's substantive salary and 100% of the salary level of the higher position.

**(17) Superannuation**

Arrangements applying to superannuation contributions while participating in the scheme will be determined by the employee's nominated fund and relevant superannuation legislation. The employee should contact their nominated fund directly before joining the scheme to discuss available superannuation options.