Date: 7 May 2026

TRANSITION OF FIXED TERM CLINICAL ACADEMICS TO PERMANENCY – FREQUENTLY ASKED QUESTIONS

1. **If a permanency review finds a Clinical Academic eligible for permanent employment, does that mean the Clinical Academic becomes permanent with WA Health and the University of Western Australia (UWA)?**

   No. The permanency review and any subsequent permanent appointment applies only to the Clinical Academic's employment with the WA Health employer. The employment relationship with UWA remains unchanged.

2. **Can a Clinical Academic be employed on a permanent contract with WA Health if they are employed on a fixed term contract with UWA?**

   Yes. Permanency with WA Health is not conditional upon permanency with UWA. However, concurrent employment as a lecturer, senior lecturer, associate professor or professor with UWA remains a requirement to be employed by WA Health as a Clinical Academic.

3. **How does permanency impact the funding arrangement between the WA Health employer and UWA?**

   As part of the permanency review, WA Health employers should review existing funding arrangements for each Clinical Academic, to confirm a current agreement between the WA Health employer and UWA as to funding arrangements is in place, consistent with *MP 0044/17 Clinical Academic Funding Policy* (**Funding Policy**).

   As a default position, funding arrangements for Clinical Academics employed on a permanent basis with a WA Health employer should continue to be agreed for a five-year period, consistent with requirements of the Funding Policy.

4. **A portion of the UWA salary of a Clinical Academic is currently funded by WA Health. What does this mean for permanency?**

   A review of a Clinical Academic's eligibility for permanency must assess the circumstances of the Clinical Academic's employment with the WA Health employer, including funding for the Employer Component of a Clinical Academic's salary. While a WA Health employer may have committed to fund a portion of the UWA salary component from time to time, it is not relevant to the assessment of a Clinical Academic's eligibility for permanency with WA Health.

   In accordance with the Funding Policy, the starting position for funding negotiations with UWA is that the university funds the UWA component of a Clinical Academic's salary and the WA Health employer funds the Employer Component. Whether or

not a WA Health employer is willing to fund (or continue to fund) any portion of the UWA salary is a matter for the WA Health employer, to be discussed with UWA during funding arrangement negotiations.

5. **What is required of a WA Health employer should they become aware a Clinical Academic's employment with UWA has ended?**

   Employment with UWA as a lecturer, senior lecturer, associate professor or professor is a condition of employment as a Clinical Academic with WA Health. As such, if a practitioner ceases to be employed in an abovenamed classification with UWA, they can no longer be employed as a Clinical Academic with WA Health.

   Subclause 9(1)(f) of the WA Health System – Medical Practitioners (Clinical Academics) AMA Industrial Agreement 2026 (**CLAD Agreement**) provides that where a Clinical Academic who is permanently employed with WA Health has their employment with UWA come to an end, the WA Health employer will transfer them pursuant to provisions of the *Health Services Act 2016* (WA) (**HSA**) to equivalent permanent employment under the WA Health System – Medical Practitioners – AMA Industrial Agreement 2024 (or its replacement) (**Medical Practitioners Agreement**).

6. **How is an assessment of equivalence made under subclause 9(1)(f) of the CLAD Agreement?**

   Section 141 of the HSA provides a statutory framework for transfers within and between Health Service Providers. Section 141(3) requires transfers be:

   - At the same or equivalent level of classification; and

   - To an office –
     (i) for which the employee possesses requisite qualifications; and
     (ii) the functions of which are appropriate to the employee's level of classification.

   Medical practitioner classification must comply with relevant industrial agreement provisions, including consideration of years of relevant experience in accordance with clause 26 of the Medical Practitioners Agreement.

   Further guidance is being developed and will be issued in due course.

7. **What employment fraction applies where a former Clinical Academic is transferred to a position under the Medical Practitioners Agreement?**

   Consistent with subclause 9(1)(g) of the CLAD Agreement, the practitioner's ordinary hours commitment to hospital duties (when not on approved leave) at the time of termination or cessation of employment with UWA will become the practitioner's permanent employment fraction under the Medical Practitioners Agreement, unless the practitioner and the employer agree otherwise.

8. **Where a former Clinical Academic is transferred to a position under the Medical Practitioners Agreement, what happens to their leave?**

   While the CLAD Agreement does not specifically prescribe leave entitlements, considering the context and purpose of the CLAD Agreement, clause 13 should be construed to confer an entitlement to paid personal, annual and long service leave in the same terms as those entitlements provided by the UWA Academic Employees Enterprise Agreement 2023 (and its replacements). This also ensures the obligations of WA Health employers under the *Minimum Conditions of Employment Act 1993* (WA) are met.

   The WA Health employer is responsible for the Employer Component of the Clinical Academic's leave. This obligation exists even though UWA has administered the Clinical Academic's leave entitlements during their employment. UWA is responsible for the UWA component of a Clinical Academic's leave entitlements, which would be paid out upon termination consistent with usual UWA processes.

   Portability provisions would apply where a former Clinical Academic is transferred to employment under the Medical Practitioners Agreement. Subject to requirements under the AMA Agreement, accrued but unused personal, annual and long service leave may be credited to the practitioner under the new contract to the extent of the Employer Component of their leave accruals under the Clinical Academic contract.

9. **If a practitioner employed under the Medical Practitioners Agreement accepts a new contract as a Clinical Academic, what happens to their leave?**

   As the CLAD Agreement does not contain leave portability provisions, where a medical practitioner accepts a Clinical Academic contract, eligible leave entitlements (e.g. accrued annual leave and additional annual leave, accrued long service leave and pro rata long service leave in eligible circumstances) will be paid out upon termination of the medical practitioner contract.

   Where a WA Health employer approves a practitioner's request for unpaid special leave, pursuant to subclause 48(2) of the Medical Practitioners Agreement, leave accruals may be retained for a maximum period of 24 months.

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