



FAMILY AND DOMESTIC VIOLENCE SUPPORT PROCEDURES 2014

Issued by: Chief Human Resources Officer
Dated: 16 June 2014
Last amended: 15 March 2023, commencing 23 March 2023
17 August 2023

Signature:

Name:

Ms Karen Haywood

1 Purpose and application

- (1) These procedures give effect to the family and domestic violence provisions contained in [clause 267-269](#) of the Agreement.
- (2) The entitlements set out in these procedures apply to all staff who are covered by the Agreement, except where different leave entitlements are specified for casual staff in subclause 6(2).
- (3) These procedures inform:
 - (a) staff about the leave and support available to them if they are experiencing family and domestic violence; and
 - (b) supervisors about providing a supportive workplace for staff who are experiencing family and domestic violence.
- (4) These procedures are inclusive of all staff including those in LGBTIQ domestic or family relationships.

2 Commencement

These procedures commence on 20 June 2014.

3 Interpretation

Words and phrases used in these procedures and not otherwise defined in this document have the meanings they have in the Agreement.

Agreement	means the University of Sydney Enterprise Agreement 2023-26 or any successor or replacement agreement.
Family and violence domestic	means any violence between family (biological or chosen) or household members: <ul style="list-style-type: none">• including current or former partners;• regardless of sex, sexuality or gender identity;• whenever and wherever the violence occurs. <p>It may include any or all of:</p> <ul style="list-style-type: none">• physical, sexual, emotional or financial abuse; or• threatening, coercive or dominating behaviours.
LGBTIQ	means lesbian, gay, bisexual, trans, intersex and queer.
staff or staff member	means an employee of the University, including a casual employee.

4 Workplace support

- (1) Staff who are experiencing family and domestic violence have access to a range of leave and supporting measures as outlined in these procedures.
- (2) Staff experiencing family and domestic violence are encouraged initially to contact either their supervisor, or to discuss the options in confidence, contact Staff Health Support or their [HR Partner](#).
- (3) Staff should be aware that their supervisor may need to be involved in accommodating support and managing the impact on the workplace.

5 Confidentiality and non-victimisation

- (1) Any request for leave or support by a staff member as a result of family and domestic violence will be dealt with on a confidential basis. The reasons for the leave or support will not be discussed with anyone outside Human Resources or their direct manager unless there is a legal obligation to do so, or as agreed by the affected staff member for the purposes of providing support or security.
- (2) A person must not victimise or otherwise subject another person to detrimental action as a consequence of that person raising, providing information about, or otherwise being involved in support for an individual experiencing family and domestic violence.
- (3) A breach of this confidentiality or non-victimisation requirement will be treated seriously by the University. It may constitute misconduct, and may result in disciplinary action.

6 Family and domestic violence leave

- (1) Continuing and fixed-term staff are entitled to up to 20 days paid leave each year. For part time staff the entitlement is 20 days pro rata or a minimum of 10 days paid leave, whichever is greater.
- (2) Casual staff are entitled to up to 10 days paid leave each year.
- (3) Leave is available to staff if, as a result of family and domestic violence, they require leave, for example, for:
 - (i) medical or counselling appointments;
 - (ii) organising alternative accommodation;
 - (iii) care or education arrangements;
 - (iv) attending court hearings;
 - (v) police appointments; or
 - (vi) accessing legal advice.
- (4) Family and domestic violence leave does not accrue from year to year and unused leave is not paid out on termination of employment.
- (5) A staff member who is unable to attend work due to family and domestic violence must comply with the notification and evidentiary requirements of the Agreement. In particular, a staff member who is unable to attend work due to family and domestic violence must:
 - (a) contact [Staff Health Support](#) for support in applying for leave as early as practicable; and
 - (b) where required by subclause 6(5), provide suitable documentation to support their application such as:
 - (i) a medical certificate or letter from their doctor;
 - (ii) a letter from a lawyer or a court document;
 - (iii) other relevant agency or counselling documentation;
 - (iv) a police report; or
 - (v) a statutory declaration.
- (6) Supporting documentation must be provided in accordance with [clause 270-271](#) of the Agreement:
 - (a) for any single period of absence of five working days or more; and
 - (b) if requested in accordance with [clause 270\(b\)](#) of the Agreement.

7 Supporting measures

- (1) Any staff member experiencing family and domestic violence may apply for other leave or supporting measures to which they may be entitled under the Agreement or these procedures.
- (2) Staff experiencing family and domestic violence should discuss with their supervisor or HR Partner if they would like to apply for any such support.

- (3) All staff, including casual staff members, may apply for supporting measures such as:
 - (a) flexible working arrangements (in accordance with [clauses 206-214](#) of the Agreement);
 - (b) changes to work location;
 - (c) changes to email address;
 - (d) changes to work telephone;
 - (e) blocking of particular email contacts or telephone callers;
 - (f) changes to the staff member's contact details on the University website;
 - (g) assistance from University Security.
- (4) In applying for supporting measures, the staff member may be required to provide supporting documentation of the kind listed in subclause 6(5)(b).
- (5) When considering a staff member's application for a support measure as a result of family and domestic violence, the University will take into account the staff member's individual circumstances, their role at the University, their ability to perform their duties as a result of the family and domestic violence and the specific needs of the workplace.
- (6) Staff may also access the University's [Employee Assistance Program](#) (EAP) which is a free confidential counselling service. A staff member's supervisor or HR Partner may also refer them to external support services as appropriate.

8 Other advice and support

- (1) For other [information](#), advice and support for victims of family and domestic violence, staff should refer to:
 - (a) a [Workplace Relations Advisor](#);
 - (b) [LGBTIQ Family Violence Prevention](#)

Note: This resource provides comprehensive coverage of the challenges and avenues for support for members of the LGBTIQ community in family and domestic violence situations.

 - (c) [City of Sydney Domestic and Family Violence Support](#);
 - (d) [NSW Government family and domestic violence support](#);
 - (e) support for [people with disability experiencing domestic and family violence – 1800RESPECT](#)

NOTES

Family and Domestic Violence Support Procedures 2014

Date adopted:	6 June 2014
Date registered:	25 June 2015
Date commenced:	20 June 2014
Last amended:	21 November 2019
	15 March 2023, commencing 23 March 2023
	17 August 2023 (administrative amendments)
Administrator:	Chief Human Resources Officer
Review date:	20 June 2019
Related documents:	<i>University of Sydney Enterprise Agreement 2023-2026</i>
	<i>Work Health and Safety Policy 2016</i>
	<i>Flexible Working Arrangements Policy</i>

AMENDMENT HISTORY

Provision	Amendment	Commencing
1(3) and 3	to clarify that domestic violence is also known as family violence	23 June 2015
5(3)-(4)	to include a statement that a staff member using these procedures will not be victimised or subject to detrimental action.	23 June 2015
6(2)	to clarify that, consistent with clause 149 of the Enterprise Agreement 2013-2017, the leave entitlement is pro rata for part-time staff.	23 June 2015
6(5)	to clarify that supporting documentation must be provided in accordance with both clauses 192 and 193 of the Enterprise Agreement 2013-2017	23 June 2015
Notes	Correcting date on WHS policy	15 May 2017

Provision	Amendment	Commencing
4(2), 4(4), 5(2), 7(2), 7(6), 8(1)(a), notes	Administrative amendments to position titles and name of work unit	27 April 2018
1(1), 3, 6(5), 6(5)(b), 7(3), notes	updated clauses, references and links to the Enterprise Agreement 2018-2021	27 April 2018
Title, 1(1), 1(3)(a), 3, 4(1), 4(2), 5(1), 5(3), 6, 6(2), 6(3), 6(4), 7(1), 7(2), 7(5), 8(1)	replaced domestic violence with domestic and family violence to align with the Enterprise Agreement 2018-2021	27 April 2018
3	updated definition of domestic and family violence to align with the Enterprise Agreement 2018-2021	27 April 2018
1(4)	New subclause added	19 November 2019
3	Definition of “domestic and family violence” amended. Definition of “LGBTIQ” added.	19 November 2019
6(2)	Amended clause 6(2) to indicate the reasons listed are not exhaustive	19 November 2019
6(4)(b)	Added sub-clause 6(4)(b)(v)	19 November 2019
8(1)(b) – (e)	New subclauses added.	19 November 2019
1(2), 6(1), 6(6)	Amended to clarify provisions for casual staff	21 November 2019
Various	Updated name of policy and references to “Family and Domestic Violence” to align with Fair Work Legislation	23 March 2023
6(2)	Updated to align with new Fair Work legislation to enable casuals to take up to 10 days of paid leave.	23 March 2023
6(1)	Updated to clarify leave entitlement for part time staff to align with new legislation.	23 March 2023

Provision	Amendment	Commencing
1(1); 3; 6(6); 7(3)(a); 7(6)6	Updated reference and links to Enterprise Agreement 2023-26	17 August 2023
7(6); 8(1)	Updating hyperlinks and references	17 August 2023