

LEAVE POLICY 2023

The Vice-Principal (Operations) and the Provost and Deputy Vice-Chancellor, as delegates of the Senate of the University of Sydney, adopts the following policy.

Dated: 25 September 2023

Last Amended:

Signature:

Name: Mr Stephen Phillips and Professor Annamarie Jagose

Current policy approver: Vice-President (Operations) and Provost and Deputy Vice-Chancellor

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1 Name of policy

This is the Leave Policy 2023.

2 Commencement

This policy commences on 9 October 2023

3 Policy is binding

Except to the extent that a contrary intention is expressed, this policy binds the University and staff.

4 Statement of intent

- (1) This policy:
- (a) provides information on leave entitlements and related provisions to assist staff in balancing personal, professional and family needs;
 - (b) recognises the changing needs staff have in their lives and supports flexibility by providing a range of leave entitlements;
 - (c) encourages staff to access their leave entitlements to maintain their physical and mental wellbeing; and
 - (d) supports the University's values of respect and integrity, inclusion and diversity to enable all staff, including LGBTQIAI+ staff, to thrive.
 - (e) supports management of leave entitlements in a way that:
 - (i) assists staff in managing their work and personal responsibilities;
 - (ii) integrates leave planning into workload planning;
 - (iii) meets the needs of the University's strategic and operational objectives; and
 - (iv) complies with relevant legislative and regulatory obligations.

Note: See the University's [2032 Strategy](#).

5 Application

- (1) This policy applies to all staff covered by the Enterprise Agreement, except for casual staff where only Part 2 applies.
- (a) staff not covered by the *Enterprise Agreement* should refer to their individual contract of employment, the Higher Education Industry Awards for [Academic staff](#) and [Professional staff](#), and the [Fair Work Act 2009](#) (NSW) for their leave entitlements.

- (2) This policy does not apply to study time or time spent on a special studies program, as these are not forms of leave.

Note: For further information see the [Study Time Policy](#) and [Special Studies Program Policy](#).

6 Definitions

acceptable documentation has the meaning given in [clause 271](#) of the *Enterprise Agreement*. At the date of this policy, that is:

includes:

- a medical certificate;
- a statutory declaration in relation to unexpected emergencies or circumstances where it is not reasonably practicable for a staff member to obtain a medical certificate; and
- a letter from the staff member's lawyer, doctor or other relevant agency in the case of staff affected by family and domestic violence.

annual leave plan means proposed dates when annual leave is planned to be taken.

child means, for the purposes of parental leave:

- a child (or children from a multiple birth) born to a staff member or a staff member's partner; or
- a child placed with a staff member through an adoption or permanent placement order and who:
 - is less than five years of age (for the purposes of paid parental leave) or less than 16 years of age (for the purposes of unpaid parental leave); and
 - is not the birth child of the staff member; and
 - has not lived continuously with the staff member for six months or longer.

continuous service has the meaning given in clause 3 of the *Enterprise Agreement*. At the date of this policy, that is:

means a period of employment with the University (or a Predecessor Entity) under an unbroken contract of employment or an unbroken series of contiguous contracts, including periods of approved paid and unpaid leave. Except as otherwise specified in this Agreement, periods of unpaid leave and periods of casual service do not count as service for any purpose.

Note: For further information on breaks in service refer to the *Enterprise Agreement*.

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| Delegate | <p>has the meaning given in the University of Sydney (Delegations of Authority) Rule 2020 which at the date of this policy means the holder of an office to which authority has been:</p> <ul style="list-style-type: none"> • delegated by the University Senate in relation to the management of matters pertaining to staff employment, performance and/or conduct; or • delegated under a University policy or Code of Conduct. |
| Delegated Officer (Staffing) | <p>means the Chief Human Resources Officer and such other person or persons as may be appointed from time to time by the Vice-Chancellor to exercise the functions of the Delegated Officer (Staffing) under the <i>Enterprise Agreement</i>.</p> |
| Enterprise Agreement | <p>means the University of Sydney Enterprise Agreement 2023-2026 or its replacement.</p> |
| family and domestic violence | <p>has the same meaning as domestic and family violence given in clause 3 of the <i>Enterprise Agreement</i>. That is:</p> <p style="padding-left: 40px;">means any violence between family members and/or household members, including current or former partners, whenever and wherever the violence occurs. It may include any of physical, sexual, emotional or financial abuse or threatening, coercive or dominating behaviours.</p> |
| Gender affirmation (transitioning) | <p>means the personal process or processes a trans or gender diverse person determines is right for them in order to live as their defined gender and so that society recognises this. Gender affirmation may involve social, medical and/or legal steps that affirm a person's gender.</p> |
| head of school | <p>means:</p> <ul style="list-style-type: none"> • for schools within a faculty, the Head of School; • for faculties which do not have a school structure, the Deputy Dean; • for clinical schools within the Faculty of Medicine and Health, the Head of Clinical School; • for University schools, the Head of School and Dean. |
| HR management system | <p>means the online system by which staff apply for leave and managers approve leave and which records and maintains leave balances.</p> |
| individual flexibility arrangement | <p>means an arrangement between the University and a staff member which varies the effect of the terms of the Enterprise Agreement.</p> <p>Note: See clauses 7-11 in the <i>Enterprise Agreement</i> and subclause 23 of this policy.</p> |



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| immediate family | <p>means any of:</p> <ul style="list-style-type: none">• a partner or former partner;• de facto partner or former de facto partner;• a child or step-child;• a grandchild or step-grandchild;• a parent or step-parent;• a grandparent or step-grandparent; or• a sibling (including half sibling) or step sibling; <p>of the staff member, or their partner or former partner.</p> |
| keeping in touch days | <p>means a day on which an employee performs work for the University during the period of parental leave, as provided in section 79A of the Fair Work Act 2009 (Cth),</p> |
| kinship group | <p>means for Aboriginal and Torres Strait Islander staff:</p> <ul style="list-style-type: none">• direct blood lines through family such as grandparents, parents and child(ren); or• a traditional kinship system which includes nations and clan groups who have ties across extended families, such as grandparents (and their siblings), aunts, uncles, cousins, parents (and their siblings) and siblings' child(ren). |
| LGBTQIA+ | <p>means lesbian, gay, bisexual, transgender, queer, questioning, intersex, asexual and space for new understandings of the diverse gender and sexual identities.</p> |
| manager | <p>means the person nominated by the University from time to time as the staff member's immediate supervisor or a person nominated by the University to act as the manager for a particular matter.</p> |
| maternity leave | <p>means a form of parental leave which is available to a pregnant staff member who gives birth to a child.</p> |
| medical certificate | <p>means a certificate issued by a person registered or licensed as a practising health practitioner, within the practitioner's registered area of practice or licence.</p> |
| organisational unit | <p>has the meaning given in the Recruitment and Appointment Policy 2021 which at the date of this policy:</p> <p>means a University organisational unit:</p> <ul style="list-style-type: none">• with a specific purpose or function;• that has a director or head of the function; and• a separate budget. <p>An organisational unit may include team structures but the teams are not themselves organisational units.</p> |

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| paid “no safe job” leave | means leave provided to a pregnant employee for whom there is no appropriate safe job available, as provided in section 81A of the Fair Work Act 2009 (Cth) . |
| parental leave | means adoption leave, maternity leave, partner leave, primary care giver leave or special maternity leave. |
| permanent placement | means where a child is placed with a staff member through a permanent placement order, including a long-term foster care placement longer than 2 years, or a guardianship order. |
| primary care giver | means a staff member who has principal responsibility for providing care and attention for the staff member’s child. |
| risk period | means a stated period when it is inadvisable for a pregnant or breastfeeding staff member to continue in their present position due to illness or risks connected with that position. |
| stillborn | means loss of a baby from 20 weeks gestation (or 400g+ if gestation unknown) |
| union | means either or both of the Community and Public Sector Union (CPSU) and the National Tertiary Education Union (NTEU). |

PART 1 – CONTINUING AND FIXED TERM STAFF

7 General principles

- (1) All leave must be approved by a staff member’s manager.
- (2) Staff on approved leave:
 - (a) have the right to disconnect and are not expected to perform work; and
 - (b) remain employed by the University, including those on leave without pay.
- (3) The [Flexible Working Arrangements Policy](#) assists staff to balance work, personal, family, community and other responsibilities.
- (4) The [Injury and Illness Management Policy 2015](#) and [Injury and Illness Management Procedures 2015](#) specify arrangements to manage staff on approved leave due to workplace injury or illness.
- (5) In exceptional circumstances, the Vice-Chancellor, in consultation with the Chief Human Resources Officer, may approve additional leave.

8 Planning leave

- (1) Staff and their managers share the responsibility for planning leave.
- (2) Managers are responsible for:
 - (a) discussing leave applications with their staff;
 - (b) taking into account staff preferences in the timing of the leave;



- (c) assessing the impact of the leave application on the organisational unit's workload before approving leave plans;
 - (i) leave requests that will impact teaching commitments must be assessed and approved by Heads of School..
- (d) consulting with the relevant delegate to appoint a replacement staff member within their organisational unit;
- (e) approving and monitoring leave in the HR Management System; and
- (f) ensuring staff submit leave requests, including any leave taken when travelling on approved University business, so that leave records are accurate.
 - (i) the HR Management system automatically records any annual or long service leave documented in a digital travel diary.

Note: See the [Travel Policy](#) and [Procedures](#).

- (3) Staff are responsible for:
 - (a) discussing the proposed timing of leave with their manager; and
 - (b) applying for leave in the HR Management System with reasonable notice.

Note: See the staff intranet for information on [applying for leave and notification requirements](#)
- (4) Staff on approved leave overseas may only commence work remotely overseas with the approval of the Vice-Chancellor, Provost or Vice-President (Operations), as appropriate.

Note: Contact your [HR Partner](#) for advice on the approval process. See the [Flexible Working Arrangements Policy](#) about regularly working remotely from interstate.
- (5) To support workforce planning, the HR Management system allows staff to view leave booked by members of their organisational unit.
 - (a) Managers can view the period of leave and the leave type.
 - (a) Staff may view the period of leave only.
- (6) HR Services are responsible for:
 - (a) maintaining leave records; and
 - (b) assisting with leave enquiries.

Note: See the staff intranet on [applying for and approving leave](#).

9 Annual leave

- (1) Staff must submit their annual leave application in the HR Management system for approval by their manager.
- (2) Managers must respond to leave requests within a reasonable timeframe and not refuse leave unless operational requirements cannot be met.
- (3) Managers and staff should:
 - (a) plan for staff to take regular annual leave to support their health, wellbeing and work life balance; and
 - (b) discuss annual leave plans as part of workload planning at the beginning of each year.

- (4) Staff are encouraged to:
 - (a) use their annual leave entitlement within the same year it accrues; and
 - (b) include approved longer-term annual leave in workload planning discussions.
- (5) Staff may apply to their manager to reverse approved annual leave.
- (6) The University may direct staff who have accrued more than 40 days annual leave to take leave from the first working day after 1 January the following year, (pro-rata for part-time staff).

Note: See [clause 239 of the Enterprise Agreement](#).
- (7) Staff may apply to their Dean, Vice-President or Deputy Vice-Chancellor, as appropriate, to take their excess annual leave over a longer period, up to a maximum of twelve months.
 - (a) subject to the relevant delegate's endorsement, applications must be submitted to the Delegated Officer (Staffing) for final approval.
- (9) Staff who have accrued more than 40 days annual leave may cash out up to 10 days annual leave if they take at least an equal amount of annual leave.

Note: See [clauses 239 – 243 of the Enterprise Agreement](#).
- (10) Managers should not approve leave that will result in a negative annual leave balance when the leave is taken, but may use discretion for staff on fixed term contracts so that they use all annual leave by their contract end date.

Note: See **Schedule 1** for details of annual leave entitlements. See [clauses 233 - 247 in the Enterprise Agreement](#) and the [staff intranet](#).

10 Personal leave

- (1) Sick and carer's leave form part of a staff member's personal leave entitlements and allow staff to take leave for the following reasons:
 - (a) personal illness or injury;
 - (b) for menstrual and menopausal reasons;
 - (c) assisted reproductive health services;
 - (d) if their gender affirmation (transitioning) leave is exhausted;
 - (e) if their premature baby requires special care;
 - (f) if their pregnancy ends prior to 20 weeks gestation; or
 - (g) to care or support a member of their immediate family, household or kinship group due to a personal illness, injury or an unexpected emergency.

Note: See clause [258 of the Enterprise Agreement](#). Staff may also apply for other forms of leave, time in lieu or for flexible working arrangements to support their caring responsibilities. See the [staff intranet](#) and the [Flexible Working Arrangements Policy](#).
- (2) A staff member's personal leave balance will be adjusted on the anniversary of their employment if they:
 - (a) take leave without pay; or
 - (b) change the number of hours worked per week.

- (3) Staff may use personal leave to attend a medical appointment during work hours if an appointment outside work hours is not available.
- (4) Staff must show acceptable documentation to their manager:
 - (a) for any single period of absence of five working days or more;
 - (b) if requested, for any absence after taking five separate periods of personal leave in the previous 12-month period without providing acceptable documentation; excluding personal leave taken for:
 - (i) menstrual or menopausal absences;
 - (ii) IVF and other assisted reproductive services; and
 - (iii) gender affirmation, where gender affirmation leave has been exhausted;
 - (c) if notified by their manager, for future absences up to six months after taking five separate periods of leave from the date of the notification.

Note: See clause [270\(b\) of the Enterprise Agreement](#).

- (5) An absence for:
 - (a) menstrual or menopausal reasons will only require documentation for single absences of five working days or more; and
 - (b) assisted reproductive health services or gender affirmation leave will require documentation on first accessing this leave and will be sufficient for future absences of less than 5 working days.

Note: See **Schedule 1** for personal leave entitlements, [clauses 253-263](#) in the *Enterprise Agreement* and the [staff intranet](#).

11 Gender affirmation leave

- (1) Staff may access up to 30 days paid gender affirmation (transitioning) leave to support their affirmation. This leave is:
 - (a) available on commencement of employment;
 - (b) a single allocation; and
 - (c) does not accrue.
- (2) If gender affirmation leave is exhausted, staff may access personal leave.

Note: See the [clause 272 of the Enterprise Agreement](#), the [Workplace Gender Affirmation Guidelines](#) and contact the [Diversity and Inclusion team](#) for advice.

12 Long service leave

- (1) Staff:
 - (a) are entitled to paid long service leave (LSL) after 10 years' of continuous paid service; and
 - (b) are encouraged to take LSL soon after it accrues.
- (2) Staff and their managers:
 - (a) should discuss LSL plans as part of longer-term workload planning; and

- (b) must agree on appropriate timing for LSL or refer the matter to the Delegated Officer (Staffing)
- (3) Managers must seek approval from the relevant delegate for the appointment of a replacement staff member.
Note: See [clauses 273 – 284](#).
- (4) The University will recognise **prior service at another Australian public university** for LSL eligibility where:
 - (a) there is no more than a two-month break between the end of employment at the releasing university and the start date at the University of Sydney; and
Note: The period of the break will not count as service.
 - (b) the releasing University:
 - (i) is a New South Wales public university; or
 - (ii) is an Australian public university which provides reciprocal recognition of service;and
 - (c) staff apply to have their prior service recognised, at the time of appointment, but no later than three months after commencement.
Note: For further information on applying to have prior service recognised, see the [staff intranet](#).
- (6) Recognised eligible service from another Australian public university will be considered in determining the LSL accrual rate. Staff will not accrue an additional entitlement to long service leave:
 - (a) which has already been taken; or
 - (b) for which they are eligible to be, or have been, paid out;
- (7) Staff with recognised prior service must complete a minimum of five years' continuous service at the University of Sydney before they become eligible to take long service leave.
- (8) **Prior service at the University of Sydney**
 - (a) Staff who re-commenced employment at the University prior to 16 January 2014 will have prior service at the University recognised towards accruing long service leave.
 - (b) Staff who re-commenced employment at the University on or after 16 January 2014 will only have prior service at the University recognised towards accruing long service leave if the break in service was:
 - (i) no more than six months, for externally funded fixed term employment; or
 - (ii) no more than two months, for other staff.
 - (c) The period of any break will not count as service.
- (9) In exceptional circumstances, when a staff member does not meet the requirements under clause 12, the Provost or Vice-President (Operations), in consultation with the Chief Human Resources Officer, may approve:
 - (a) recognition of prior service towards long service leave accrual; and
 - (b) taking long service leave.
Note: For further information on prior service see the [staff intranet](#).

- (10) **Payment in lieu of long service leave** will be made:
- (a) in accordance with [clauses 278-280](#) in the *Enterprise Agreement*; and
 - (b) to staff with a minimum of 5 years continuous service who retire after reaching “preservation age” as defined in [Superannuation Industry \(Supervision\) Regulations 1994](#). Payment will be calculated at the rate of three months’ leave for 15 years employment.
- Note:** See **Schedule 1** for LSL entitlements, [clauses 273-284](#) in the *Enterprise Agreement* and the [staff intranet](#).

13 Compassionate leave

- (1) Staff are entitled to paid compassionate leave:
- (a) in the event of the death or serious illness of a member of their immediate family, household or kinship group;
 - (b) following the stillbirth or death of their infant;
 - (c) if they or their current spouse or de facto partner has a miscarriage; or
 - (d) as approved by a manager on a case by case basis for the death or serious illness of any individual.
- (2) Up to five days’ leave will be granted on each occasion that leave is required.

14 Special leave

- (1) The University may approve up to three days special leave per year in circumstances not covered by other leave types in this policy.
- (2) Staff who apply for and take special leave for cultural or religious reasons must not be disadvantaged or victimised.
- (3) Special leave:
- (a) does not accrue or accumulate;
 - (b) cannot be taken during any other period of leave; and
 - (c) must not be approved for everyday family responsibilities where:
 - (i) there is no element of urgency; or
 - (ii) other leave is more appropriate, such as annual leave or flexible working hours.
- (4) Staff may take special leave for the following reasons:
- (a) receiving **Australian citizenship**, which includes attendance for an interview with the Department of Home Affairs and the citizenship ceremony, normally one day per occasion;
 - (b) for **cultural or religious reasons**, noting that:
 - (i) normally only one day per year of cultural or religious leave may be taken as paid special leave;
 - (ii) it must be taken on the day of the cultural or religious event to which it relates;
 - (iii) a public holiday in a country outside Australia is not usually considered a reason to take special leave.

- (c) for **moving house** a maximum of one day paid special leave per year.
 - (5) **Emergencies**, such as house fire or hail damage, where staff have experienced significant effects as a result of a natural disaster:
 - (a) up to five additional days of special leave will be available to staff to take necessary immediate recovery action.
- Note:** See the [staff intranet](#) and clause 18(3) for emergency services leave.
- (6) A staff member may apply to the Chief Human Resources Officer for additional special leave where they can demonstrate exceptional circumstances.

15 Aboriginal and Torres Strait Islander cultural leave

- (1) In addition to special leave entitlements under clause 14, Aboriginal and Torres Strait Islander staff who wish to attend cultural and ceremonial obligations:
 - (a) are entitled to up to seven days special paid leave,
 - (i) staff will provide relevant documentation to their manager where required; and
 - (B) in addition, may apply for an equal amount of unpaid special leave.
 - (i) managers will approve unpaid leave subject to reasonable business needs.

Note: See [clauses 16 - 19](#) in the *Enterprise Agreement*.

16 Research and professional development leave

- (1) Staff may be entitled to up to three days' research or professional development leave each year after 12 months' continuous paid service.
- (2) Professional staff may convert up to five days of their personal leave each year to career development leave, for purposes not necessarily related to their current duties or employment.
 - (a) A staff member must have completed probation to be eligible to apply for career development leave.

Note: See [clauses 332 - 334](#) in the *Enterprise Agreement* and the [staff intranet](#)

17 Parental leave

- (1) Staff are entitled to paid and unpaid parental leave in accordance with the *Enterprise Agreement* and *Division 5* of the [Fair Work Act 2009](#).
- (2) Eligibility for paid parental leave depends on the type of employment and length of service.

Note: See [clauses 285 – 331](#) in the *Enterprise Agreement* and the [parental leave toolkit for staff](#).

- (3) Paid parental leave under [clause 296](#) in the *Enterprise Agreement* includes leave and benefits for eligible:
 - (a) pregnant staff;
 - (b) partners;



- (c) adopting parents (including permanent placement);
- (d) same sex parents; and
- (e) primary care givers of a child born in a legal surrogacy arrangement.

(4) If both parents are university staff, they may be eligible to:

- (a) take maternity leave concurrently with partner leave;
- (b) share up to a total of 10 weeks of the maternity leave, including concurrently; and
- (c) share primary care giver leave up to a maximum of 22 weeks, but not take it at the same time.

Note: See [clause 307](#) in the *Enterprise Agreement*.

(5) Primary care giver leave:

- (a) must be taken in multiples of one day, rather than by the hour;
- (b) must be taken within 52 weeks (or 104 weeks, if approved) of the expected date of birth or adoption; and
- (c) for a staff member who gives birth to a child, may be taken as a return to work program or other return to work assistance which may be funded in the form of an allowance.

Note: For further information see the [staff intranet](#).

(6) Notice period and commencement of maternity and adoption leave (including permanent placement)

- (a) Staff must:
 - (i) inform their manager in writing at least 10 weeks before they are due to commence parental leave; and
 - (ii) finalise and submit to Human Resources relevant documentation and approvals no later than six weeks prior to commencing parental leave.
- (b) Staff may commence maternity or adoption leave:
 - (i) up to six weeks prior to the expected date of birth or placement of the child; or
 - (ii) at an earlier date for health reasons or if approved by the Delegated Officer (Staffing).
- (c) Maternity or adoption leave must commence no later than the date of birth or placement of the child, unless there is a premature birth in which case:
 - (i) where the baby requires special care, staff may take personal leave rather than commence their maternity or adoption leave straight away; or
 - (ii) the commencement of maternity leave may be delayed if a staff member chooses to continue working until the baby is discharged from hospital.

(7) Approval for a parental leave plan

- (a) Managers:
 - (i) are responsible for approving parental leave applications;



- (ii) may approve an application to take primary care giver leave in more than one period where this meets operational requirements as part of an agreed return to work plan; and
- (iii) must seek approval from the relevant delegate for the appointment of a replacement staff member.

Note: See the [parental leave toolkit for managers](#) on the staff intranet for further information on approving parental leave.

(8) Stillbirth and infant death

- (a) Staff are entitled to access up to 12 months unpaid parental leave if their child is stillborn or their child dies during the first 24 months of life.
- (b) Staff may access a period of paid parental leave if they are eligible under [clause 297](#) of the Enterprise Agreement.
- (c) Staff can access compassionate leave following the stillbirth or death of their infant (see clause 13);

Note: See parental leave help articles on [stillbirth or infant death](#) and [premature birth](#).

(9) Other paid leave during parental leave

- (a) Staff are encouraged to take annual leave or long service leave to extend the paid component of their parental leave plan.
- (b) Any paid annual leave or long service leave taken within a period of parental leave counts as part of the 52 week parental leave period, or of the 104 week period, if approval has been given for extended parental leave.
- (c) Managers will work with staff who have excess annual leave on their return from parental leave, to develop a plan to reduce their annual leave balance.

(10) Staff are encouraged to keep in touch with their organisational unit while on parental leave to support their transition back to work, and may:

- (a) access up to 10 full or part paid keeping in touch days during 12 months of parental leave;

Note: For more information on keeping in touch days refer to the [staff intranet](#); and

- (b) apply for professional development and job opportunities.

Note: See [clause 329](#) in the *Enterprise Agreement* for circumstances where the University is obliged to contact staff on parental leave in relation to workplace change

(11) Parental leave during the University's seasonal break

- (a) The required annual leave days, concessional leave and public holidays during the seasonal break are included in the parental leave period and no additional payment or adjustments to the period of parental leave are made.

(12) Special Studies Program

- (a) Staff on a Special Studies Program (SSP) will commence parental leave no later than the time of the birth, adoption or placement of their child.
- (b) SSP is deferred until parental leave ceases.

(13) Replacement staff

- (a) Replacement staff employed temporarily to fill a position due to parental leave, must be informed that their employment is:

- (i) due to another staff member's absence on parental leave; and
- (ii) subject to termination or variation by the University according to the parental leave arrangements of the staff member being replaced.

(14) Performance planning and development

- (a) If a performance planning and development review has not been completed in the previous six month period, staff and managers must complete the staff member's review before parental leave commences.

Note: See clause 15 in the [Performance Planning and Development Policy](#).

(15) Work health and safety

- (a) If a pregnant or breastfeeding staff member is:

- (i) having difficulty in performing their normal duties; or
- (ii) exposed to a health risk,

their manager must take reasonable measures to accommodate the staff member's requirements. This may include arranging alternative duties. The manager may consult with [Staff Health Support](#) or [HR Partner](#).

Note: See [clauses 325 - 328](#) in the *Enterprise Agreement*.

- (b) Where there is no safe job or duties available for a pregnant staff member they are entitled to paid "no safe job" leave for the risk period that they would otherwise have worked. This entitlement ceases on the first to occur of:

- (i) when a safe job is provided;
- (ii) when the risk period ends; or
- (iii) when maternity leave commences.

Note: See *schedule 3* for parental leave entitlements and the [staff intranet](#) for further information on parental leave.

Note: See the [Fair Work Ombudsman website](#) for guidance on flexible unpaid parental leave.

18 Community service leave

Staff may be absent from duty on authorised leave if they are engaging in an eligible community service activity.

(1) Jury service

- (a) Staff will be granted leave to serve as a juror for the period of attendance required.

Note: See [clauses 338 – 340](#) in the *Enterprise Agreement* and the [staff intranet](#).

(2) Defence leave

- (a) Staff who serves on a part-time basis in the Australian Defence Force Reserve may apply for paid leave to attend training and operational duty.

Note: See [clauses 341 - 344](#) in the *Enterprise Agreement* and the [staff intranet](#).

(3) Emergency services leave

- (a) Staff may apply for emergency services leave to participate in a voluntary emergency management service which is dealing with an emergency or natural disaster.
- (b) Staff may access up to 10 days emergency services leave each year.

Note: See [clauses 345 - 347](#) in the *Enterprise Agreement* and the [staff intranet](#).

Note: For staff impacted by a natural disaster, see clause 14(6).

(4) Witness leave

- (a) A staff member who is required to attend a court or tribunal hearing as a witness, will be entitled to leave as specified in [clause 352](#) of the *Enterprise Agreement*.

19 Family and domestic violence leave

- (1) Staff are entitled to up to 20 days paid family and domestic violence leave in accordance with the *Enterprise Agreement* and the [Family and Domestic Violence Support Procedures 2014](#).

Note: See [clauses 267 - 269](#) in the *Enterprise Agreement*.

- (2) The University provides a range of workplace support measures as provided in the [Family and Domestic Violence Support Procedures 2014](#).

Note: Contact Staff Health Support on +61 2 9351 5555 or email [Staff Health Support](#) for confidential assistance.

20 Leave without pay

- (1) Staff may be granted leave without pay:
 - (a) in appropriate circumstances; and
 - (b) where it does not unreasonably affect the organisational unit's ability to meet operational requirements.

Note: This is not applicable in relation to parental leave without pay.

- (2) Managers must seek approval from the relevant delegate for the appointment of a replacement staff member.

(3) Circumstances which may qualify for leave without pay

- (a) Personal leave without pay may be approved when all paid sick leave is exhausted and the absence is supported with acceptable documentation.
- (b) Parental leave without pay may be approved in accordance with the parental leave provisions, set out in **clause 17**.
- (c) Staff may apply for leave without pay for up to one year to take a career break.
- (d) Leave without pay for personal reasons may be approved when a staff member has:
 - (i) completed their probation period; and

- (ii) exhausted their annual leave, long service leave and any accrued flexitime.
- (e) Leave without pay for professional purposes may be approved when a staff member has:
 - (i) completed their probation period; and
 - (ii) taken any excess annual leave.
- (4) The maximum period of leave without pay that may be approved is normally one year, except when a staff member takes leave without pay for professional purposes or for parental leave where it may be extended to two years.
- (5) A period of paid leave may not be taken during a period of leave without pay.
- (6) Staff who wish to engage in paid employment elsewhere while on leave without pay must seek approval through the [declaration of external interest form](#).

Note: See the [Code of Conduct – Staff and Affiliates](#), [External Interests Policy 2010](#) and to the staff intranet for [information on external interests](#).
- (7) A staff member's manager, in consultation with the Chief Human Resources Officer, may approve other requests for leave without pay in exceptional circumstances

.21 Industrial relations training leave

A staff member who is a member of a union is entitled to attend industrial relations training in accordance with [clause 564](#) of the *Enterprise Agreement*.

22 Redundancy notice leave

A staff member may access up to one day's leave per week (pro rata) during the redundancy notice period for the purposes of seeking other work, outplacement service or financial advice.

Note: See [clauses 489 - 490](#) in the *Enterprise Agreement*.

23 Purchased Leave

- (1) Staff may purchase additional leave by entering into an individual flexibility arrangement.
 - (a) This arrangement enables a staff member to work reduced weeks over a 12 month period and take additional leave, with a proportionate reduction in their salary and any loadings.
 - (b) Other forms of leave continue to accrue at the normal rate on hours worked.
 - (c) Staff must take the additional leave prior to the end of the 12 month period and identify in their application when they are planning to take this leave.

Note: See [clauses 7-11](#) in the *Enterprise Agreement* for the requirements to enter into an Individual Flexibility Arrangement.

PART 2 – CASUAL STAFF

24 Paid and unpaid leave

(1) Special leave (paid)

- (a) Commencing on 1 January 2024, eligible casual staff may access up to five days paid special leave per calendar year if they are unable to attend rostered or scheduled work, due to:
 - (i) personal ill-health; or
 - (ii) a member of their immediate family, household or kinship group requires care or support because of a personal illness, injury or an unexpected emergency.
- (b) To be eligible for the paid special leave, casual staff must
 - (i) have a current casual employment contract with the University; and
 - (ii) not be entitled to paid annual, personal, sick or carer's leave entitlements on that day in any other role that they may have at the University, or with another employer,
- (c) Paid special leave does not accrue or carry-over to the next calendar year.
- (d) Payment:
 - (i) will be for the hours and rates casual staff member were rostered or scheduled to work on the calendar day; and
 - (ii) is claimed via a casual timesheet.

(2) Other absences for personal illness or carers responsibility (unpaid)

- (a) In addition, casual may be unavailable to attend work if:
 - (i) they are ill; or
 - (ii) for up to two days per occasion when a member of their immediate family, household or kinship group requires care or support because of a personal illness, injury or an unexpected emergency.

(3) Long Service leave (paid)

- (a) Casual staff are entitled to long service leave in accordance with *the [Long Service Leave Act 1995 \(NSW\)](#)* for service performed from 1 January 2010.

Note: See the help article on [casual staff eligibility for long service leave](#).

(4) Family and Domestic Violence leave (paid)

- (a) Casual staff are entitled to 10 days paid family and domestic violence leave in accordance with the *Enterprise Agreement* and the [Family and Domestic Violence Support Procedures 2014](#).

(5) Compassionate leave (unpaid)

- (a) Casual staff are entitled to be unavailable to attend work upon the death of a member of their immediate family, household or kinship group. There is no payment for any period of non-attendance.

- (6) **Parental leave (unpaid)**
- (a) Casual staff may take up to 52 weeks consecutive weeks' unpaid parental leave (or 104 weeks if approved) in connection with the birth or adoption of their child.
 - (b) To qualify they must have worked at the University on a regular and systematic basis for at least 12 months and have a reasonable expectation of ongoing employment.
- (7) **No safe job leave (paid)**
- (a) Where there is no safe job or duties available for a pregnant casual staff member, and they are covered by [clauses 291 - 292](#) in the *Enterprise Agreement*, they are entitled to paid "no safe job leave" for the risk period that they would otherwise have worked.
- (8) **Cultural and religious leave (unpaid)**
- (a) Casual staff, within the terms of their employment and without prejudicing future employment offers, can reject an offer of casual work and consequently salary, on a day that is culturally or religiously significant to them.
- (9) **Community service leave (unpaid)**
- (a) Casual staff are entitled to be absent from work for the purpose of:
 - (i) serving as a juror; or
 - (ii) participating in a voluntary emergency service
 - (b) There is no payment from the University for any period of non-attendance.
- (10) **Determining regular employment**
- (a) Where casual staff are required to:
 - (i) attend jury service;
 - (ii) serve in the Australian defence force; or
 - (iii) participate in emergency services
- these unpaid absences will not affect the assessment of [regular and systematic employment](#).
- (11) Paid and unpaid entitlements for casual staff are summarised in **Schedules 2 and 3** of this policy.
- (a) If there is any inconsistency between these schedules and the *Enterprise Agreement*, the *Enterprise Agreement* prevails.

25 Leave guidelines

The Chief Human Resources Officer:

- (b) may approve guidelines relating to this policy;
- (c) must consult with appropriate stakeholders;
- (d) must keep the guidelines up to date; and
- (e) publish them on the [staff intranet](#).

26 Rescissions and replacements

- (1) This document replaces the following, which are rescinded as from the date of commencement of this document:
 - (a) *Leave Policy 2021*, which commenced on 23 June 2021.

NOTES

Leave Policy 2023

Date adopted: 25 September 2023

Date commenced: 9 October 2023

Date amended:

Original administrator: Chief Human Resources Officer

Current policy owner: Chief Human Resources Officer

Review date: 9 October 2028

Rescinded documents: *Leave Policy 2021*

Related documents: [Fair Work Act 2009](#)

[Fair Work Amendment \(Improving Unpaid Parental Leave for Parents of Stillborn Babies and Other Measures\) Act 2020](#)

[National Employment Standards](#)

[Enterprise Agreement 2023 - 2026](#)

[University of Sydney \(Delegations of Authority\) Rule 2020](#)

[Staff and Affiliates Code of Conduct 2021](#)

[Family and Domestic Violence Support Procedures 2014](#)

[Flexible Working Arrangements Policy 2020](#)

[Special Studies Program Policy 2015](#)

[Study Time Policy](#)

[Travel Policy 2018](#)

[Work Health and Safety Policy 2016](#)

AMENDMENT HISTORY

Provision Amendment

Commencing

SCHEDULE 1

Summary of leave entitlements – continuing and fixed term staff

| Leave type | Paid entitlement ¹ | | Entitlement on anniversary, per calendar year or as specified | Governance: Enterprise Agreement 2023-2026 |
|---|--|-----------------------------|---|--|
| Annual leave | 4 weeks per year of employment ² | | anniversary | clauses 233 - 247 |
| Personal leave – sick leave | <1 year service | *2 weeks | anniversary | clauses 253-263 See clause 258 for reasons for taking personal leave. |
| | >=1 year service | *10 weeks credited annually | | |
| | <i>*Leave untaken in year of accrual is added to staff entitlement on anniversary of their appointment and remains a credit for 12 months.</i> | | | |
| Personal leave – carer's leave | 10 days per year of employment - accrues progressively under the National Employment Standards of the <i>Fair Work Act 2009</i> and accumulates from year to year. | | anniversary | clauses 253-263 |
| Gender affirmation (transitioning) leave | 30 days | | on commencement | clause 272 |
| Compassionate leave | up to 5 days per occasion | | per occasion | clause 266 |
| Family and domestic violence leave | up to 20 days per year | | calendar year | clauses 267 - 269 |
| Long service leave | (a) 3 months leave on full pay (or 6 months on half pay) after 10 years' continuous service; (b) a further 9 calendar days' leave on full pay or 18 calendar days' leave on half pay, accruing proportionately, for each subsequent year of full-time service up to 15 years' service; and (c) a further 2 months and 15 calendar days on full pay or 5 months leave on half pay, accruing proportionately, for each subsequent period of 5 years continuous full-time service in excess of 15 years' service. | | anniversary | clauses 273 - 284 |
| Parental leave | Refer to <i>schedule 3</i> in this policy | | anniversary | clauses 285 - 331 |

¹ All entitlements apply to part-time staff on a pro rata basis

² Seven day continuous shift-workers are entitled to 5 weeks' paid annual leave for each 12 months of continuous paid service



| Leave type | Paid entitlement ¹ | Entitlement on anniversary, per calendar year or as specified | Governance: Enterprise Agreement 2023-2026 |
|---|--|---|--|
| Research and professional development leave (academic and professional staff) | up to 3 days per year after 12 months continuous paid service | anniversary | clauses 332 - 337 |
| Career development leave (professional staff) | up to 5 days of accrued personal leave per year | anniversary | clause 333 |
| Jury service | Paid leave for period of jury service | per occasion | clauses 338 – 340 |
| Defence leave | 4 weeks per year plus 2 weeks in the first year of defence service ³ | calendar year | clauses 341 - 344 |
| Emergency services leave | up to 10 days per year | calendar year | clauses 345 - 347 |
| Witness leave | see the Enterprise Agreement | see the Enterprise Agreement | clause 352 |
| Special leave | up to 3 days per year (unless otherwise stated in the policy) | calendar year | clauses 348 - 349 |
| Aboriginal and Torres Strait Islander Cultural leave | up to 7 days per year to attend cultural or ceremonial obligations (in addition to 3 days Special leave) | calendar year | clauses 16 - 19 |
| Leave without pay | not applicable | not applicable | clause 351 |
| Industrial relations training leave (union members) | up to 6 days in a calendar year | calendar year | clause 564 |

³ With the exception of the additional 2 weeks in the first year of service, leave can be accumulated and taken over a period of 2 years.

SCHEDULE 2

Summary of entitlements – casual staff

| Reason | Paid entitlement | Unpaid entitlement | Entitlement on anniversary, per calendar year or as specified | Governance: Enterprise Agreement 2023-2026 |
|---|---|---|---|--|
| Special leave | 5 calendar days for personal illness or carer responsibility (<i>effective from 1 January 2024</i>) | May also be unavailable to attend work due to personal illness, or for up to 2 days per occasion as carer | calendar year | clause 350 |
| Compassionate leave | n/a | May be unavailable to attend work on death of immediate family, household or kinship. | per occasion | n/a |
| Family and domestic violence leave | up to 10 days per year | n/a | calendar year | clauses 267 - 269 |
| Long service leave | <i>Entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW) for service from 1 January 2010.</i> | n/a | 10 years regular and systematic service | clause 275 |
| Parental leave | n/a | Refer to <i>schedule 3</i> in this policy | | clauses 285 - 331 |

SCHEDULE 3

Summary of parental leave entitlements – all staff

| Entitlement | Parental Leave | Pro-rata Paid Maternity Leave | Paid Maternity / Adoption Leave / Permanent Care ** | Primary Care Giver Leave** | Paid Short Partner Leave | Personal Leave | Unpaid Short Partner Leave | Extended parental Leave |
|---|----------------------------|---|--|-------------------------------|--------------------------|------------------------|----------------------------|-------------------------------|
| | 52 weeks Leave Without Pay | 1 week per month of service at full pay (or 2 weeks per month of service at half pay) | 14 weeks at full pay (or 28 weeks at half pay) | equivalent to 22 weeks salary | 5 days full pay | Up to 10 days full pay | 20 days | over 52 weeks up to 104 weeks |
| Casual | NO | NO | NO | NO | NO | NO | NO | NO |
| Casual regular & systematic | YES | NO | NO | NO | NO | NO | NO | YES |
| Partner | YES | NO | Yes, if both work for the University can take 10 weeks in total concurrently # | YES* | YES | YES | YES | YES |
| Birth / adopting parent: < 12 months continuous paid service | YES | YES | NO | NO | NO | NO | NO | YES |
| Birth / adopting parent: 12 months or more continuous paid service | YES | N/A | YES | YES* | NO | NO | NO | YES |

If both partners work for the University some maternity leave entitlements may be shared (see [clause 307](#) Enterprise Agreement).

*To be eligible for primary care giver leave staff must have one year continuous paid service at the expected date of birth and be the primary care giver. (see [clause 296](#), Enterprise Agreement).

**Staff on fixed term contracts should refer to [clauses 309 - 315](#) in the Enterprise Agreement, for parental leave arrangements specific to fixed term contracts.