

## ACTU MODEL CLAUSE: FAMILY AND DOMESTIC VIOLENCE LEAVE - AWARD

### X.1 Definition

For the purpose of this clause:

**Family and domestic violence** is any violent, threatening or other abusive behaviour by a person against a current or former partner or member of the person's family or household.

**Employee** includes part-time and casual employees.

**Sensitive personal information** means information that identifies the employee and discloses their experience of being subjected to family and domestic violence.

### X.2 Family and Domestic Violence Leave

X.2.1 An employee is entitled to 10 days per year of paid family and domestic violence leave for the purpose of attending to activities related to the experience of being subjected to family and domestic violence. Such activities may include (but are not limited to):

- (a) attending legal proceedings, counselling, appointments with medical, financial or legal professionals; and/or
- (b) relocation or making other safety arrangements.

X.2.2 An employee's paid yearly entitlement to family and domestic violence leave:

- (a) becomes available in full, on and from the first day of each year of employment; and
- (b) is payable at the ordinary hourly rate applicable to the classification of the employee under the award, including shift loadings and penalties but not including any over-award payments; and
- (c) does not accrue from year to year; and
- (d) is not payable on termination of employment.

X.2.3 Upon exhaustion of the leave entitlement in clause X.2.1, employees will be entitled to up to 2 days unpaid family and domestic violence leave on each occasion for the purpose of attending to activities related to the experience of being subjected to family and domestic violence.

X.2.4 Family and domestic violence leave may be taken as:

- (a) a continuous period;
- (b) a single period of one day;
- (c) any separate period/s of less than one day which the employer and employee agree.

X.2.5 Family and domestic violence leave is in addition to other leave entitlements in modern

awards and the National Employment Standards.

**X.3 Notice and Evidentiary Requirements**

- X.3.1 The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- X.3.2 If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clauses X.2.1 and X.2.3. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.
- X.3.3 Sensitive personal information provided by the employee to the employer for the purposes of seeking leave under this clause will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and safety of any individual.