

ANNUAL LEAVE PROCEDURE

SCOPE

This procedure is applicable to fixed-term and continuing academic, professional and trades and services staff, herein collectively referred to as 'you' for the purpose of this procedure. It does not apply to casual or sessional staff or unpaid adjunct/honorary appointees.

In this procedure, the Enterprise Agreement means the [Monash University Enterprise Agreement \(Academic and Professional Staff\) 2019](#) or the [Trades and Services staff \(Building and Metal Trades staff\) 2009](#) or [Trades and Services staff \(Catering and Retail, Cleaning and Caretaking, and Miscellaneous services staff\) 2005](#) as applicable to you in accordance with your contract of employment. Links to relevant clauses are included in this procedure.

PROCEDURE STATEMENT

Eligible staff of the University ('us', 'our' or 'we') accrue annual leave entitlements in accordance with the relevant enterprise agreement. This procedure specifically relates to annual leave entitlements and the management of the accrual and taking of such leave.

1. Applying for annual leave

- 1.1 You should discuss your annual leave requirement with your supervisor who will consider the operational implications of you being absent during this time and how to ensure that your absence will have minimal impact on the operations of the work unit.
- 1.2 If you are an academic staff member, you may elect to make an annual declaration that you will take your full annual leave entitlement for a calendar year during the course of that year, rather than applying for annual leave on each occasion that you take it. The terms and conditions of this arrangement are outlined in the section entitled Academic annual leave declaration below.
- 1.3 If the proposed timing is agreed with your supervisor, you should then apply for annual leave online through [ESS](#).
- 1.4 The period of leave is to be recorded as commencing on the next working day after duties cease and as ending on the working day prior to your return to duty. The amount of leave taken is to be recorded as the sum total of the working days/fractions of days ordinarily worked by you, excluding any University holidays, during the leave period.
- 1.5 All leave approvals are subject to verification by Monash HR that you have an entitlement to the claimed leave.
- 1.6 If you work part-time, you must ensure that the specified annual leave days that you apply for are the same as those listed in your [work schedule](#). If a work schedule is not in place or has changed, an updated schedule should be submitted.
- 1.7 The amendment or cancellation of an application for annual leave is to be processed through [ESS](#).

2. Annual leave entitlements

- 2.1 Your annual leave entitlements are outlined in the relevant enterprise agreement. The applicable enterprise agreement clauses are:

Academic and Professional Staff	Trades and Services Staff	
Monash University Enterprise Agreement (Academic and Professional Staff) 2019	Monash University Enterprise Agreement (Trades and Services Staff - Building and Metal Trades Staff) 2009	Monash University Enterprise Agreement (Trades and Services Staff - Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff) 2005
Clause 15 - Performance-Based Contracts (PBCs) Clause 16 - Mode of Employment Clause 17 – Seasonal Employment	Schedule 3 (a) - Leave Entitlements: Annual Leave Schedule 6, section 1- Application of Leave: Application of Annual Leave and Annual Leave Loading	Clause 15 - Part-time Employment Clause 62 - Leave Entitlements of Seasonal Staff Schedule 3(a) - Leave Entitlements: Annual Leave

[Clause 18 – Annualised Hours Employment](#)
[Clause 19 - Periodic Academic Employment](#)
[Clause 40 - Annual Leave](#)
[Schedule 4 - Part-Year, Seasonal and Annualised Hours Terms](#)

[Schedule 5, section 1 - Application of Leave: Application of Annual Leave](#)

2.2 Where you are employed on a part-time basis, you will receive annual leave entitlements on a pro-rata basis and will take leave at your fraction of employment as at the commencement of the leave period.

3. Annual leave loading

3.1 Annual leave loadings are determined in accordance with the relevant enterprise agreement. The applicable provisions in each of the enterprise agreements are as follows:

- [Clause 28 of the Monash Enterprise Agreement \(Academic and Professional Staff\) 2019](#)
- [Schedule 6, section 1 of the Monash University Enterprise Agreement \(Building and Metal Trades Staff\) 2009](#)
- [Schedule 5, section 2 of the Monash University Enterprise Agreement \(Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff\) 2005](#)

4. Annual leave management

4.1 Each year, 20 days annual leave (pro-rata) should be taken and all leave should be taken within the period of an appointment, where possible.

4.2 Excess annual leave will be managed in accordance with the [Excess Annual Leave Procedure](#).

5. Annual leave balance

5.1 Annual leave balances can be viewed through ESS. Leave can be projected for up to four months in the future to assist with planning of annual leave.

6. Shift work - accrual of additional leave

6.1 In certain circumstances, shift workers may accrue additional annual leave. For further information, consult the following provisions in the relevant Enterprise Agreement:

- [Clause 40.2 of the Monash University Enterprise Agreement \(Academic and Professional Staff\) 2019](#)
- [Schedule 3\(a\) of the Monash University Enterprise Agreement \(Trades and Services Staff - Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff\) 2005](#)

7. Exchange of annual leave loading for extra holidays

7.1 You may elect annually to exchange your annual leave loading for an extra 3.5 days of annual leave. The applicable clauses in the Enterprise Agreements are:

- [Clause 35 of the Monash University Enterprise Agreement \(Academic and Professional Staff\) 2019](#)
- [Schedule 6, section 1 of the Monash University Enterprise Agreement \(Trades and Services Staff - Building and Metal Trades Staff\) 2009](#)
- [Schedule 5, section 2 of the Monash University Enterprise Agreement \(Trades and Services Staff - Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff\) 2005](#)

7.2 You may apply in January each year to exchange your annual leave loading for annual leave via the [Application for exchange of annual leave loading for extra leave form \[online\]](#).

8. University holidays whilst on annual leave

8.1 No deduction will be made from your annual leave balance for University holidays that fall during a period of annual leave. The applicable clauses in the Enterprise Agreements are:

- [Clause 45.5 of the Monash University Enterprise Agreement \(Academic and Professional Staff\) 2019](#)
- [Clause 50.2 of the Monash University Enterprise Agreement \(Trades and Services Staff - Building and Metal Trades Staff\) 2009](#)
- [Clause 41.2 of the Monash University Enterprise Agreement \(Trades and Services Staff - Catering and Retail, Cleaning and Caretaking, and Miscellaneous Services Staff\) 2005](#)

9. Annual leave declaration scheme

9.1 In December each year, eligible academic staff may elect to participate in the annual leave declaration scheme wherein you declare that you will take your full annual leave entitlement in the following calendar year (the “declaration period”) rather than applying for annual leave on each occasion that you take it.

9.2 You must meet the following eligibility criteria in order to participate in this scheme:

- You are an academic staff member.
- Your annual leave balance must not be in excess of 30 days (pro-rata) as at 31 December of the year immediately prior to the commencement of the declaration period.
- You should have accrued annual leave credits or an annual leave balance of zero as at 31 December of the year immediately prior to the commencement of the declaration period (i.e. not in the negative), subject to the above excess annual leave criterion.
- You should not be the subject of performance management or disciplinary action.
- If you are a fixed-term staff member, you must have an employment contract for the duration of the declaration period.

9.3 You must agree to the conditions below, effective from 1 January of the declaration period:

- At the completion of the declaration period, you will be taken to have exhausted your full annual leave entitlement for that year. Your full annual leave entitlement for that year will be deducted accordingly in two instalments by Monash HR, in June and December.
- For any annual leave taken under this scheme you must:
 - Discuss your annual leave requirements with your supervisor who will consider the operational implications of you being absent during this time and how to ensure that your absence will have minimal impact on the operations of the work unit;
 - Your supervisor must agree to the proposed timing prior to you taking leave;
 - Retain records of your annual leave dates;
 - Be able to produce the records upon the request of any authorised University representative and;
 - Where your dates differ to the bi-annual deductions and are agreed with your supervisor, you must make a record of your dates of annual leave and provide this information to Monash HR for recording.
- Any annual leave of 30 days or less (or pro rata thereof for part-time staff) that was accrued up to 31 December of the year immediately prior the commencement of the declaration period will remain as part of your annual leave balance. You may either apply to use this annual leave through ESS or the entitlement will be paid out to you at termination.
- If your employment is terminated during the declaration period, you will inform Monash HR of your absences up to the date of termination. Monash HR will then reconcile your leave entitlements accordingly.
- If you take a period of parental leave during the year, you will not be permitted to top-up your 60% parental leave entitlement with any annual leave that is subject to this arrangement (as otherwise allowed in the [Pre-natal and parental leave procedure](#)).
- You will not be entitled to apply for advanced payment of annual leave.
- If you are transferred to a new leave and/or performance supervisor during the year, you must inform your new supervisors of the arrangement and provide records of annual leave already taken during the declaration period.

9.4 If you are **not** participating in this scheme, you apply for annual leave through ESS as outlined above in ‘Applying for annual leave’.

10. Annual leave cash out (academic and professional staff)

Eligibility

- 10.1 If you are employed under the [Monash University Enterprise Agreement \(Academic and Professional Staff\) 2019](#) (including staff members on a Performance-Based Contract (PBC)), you are eligible to apply to cash out annual leave if you are currently in fixed-term or continuing employment and meet either of the following criteria:
- you have not previously had an application to cash out annual leave granted; or
 - you will have excess annual leave (EAL) as at 31 December as a consequence of a fraction of employment reduction subsequent to 30 November in the same year and you make application to cash out by 7 January in the following year.

Application process

- 10.2 If you are applying for annual leave cash out, you must apply in writing to hr@monash.edu or to Monash HR, Monash University VIC 3800 and the Chief Human Resources Officer will consider your application.
- 10.3 Applications submitted by PBC staff will also be referred to the Office of the Chief Operating Officer and Senior Vice-President prior to determination.
- 10.4 You are encouraged to seek financial advice before making an application to cash out annual leave.

Consideration of applications

- 10.5 In the interests of occupational health and wellbeing, we encourage you to take annual leave in the year in which it accrues. However, consideration will be given to applications to cash out annual leave for the genuine management of excessive annual leave balances or in extenuating circumstances, such as situations of financial hardship.
- 10.6 Applications will not be granted where:
- less than a week's annual leave (or equivalent thereof for part-time staff) is to be cashed out;
 - your annual leave balance will be reduced to less than four weeks (or equivalent thereof for part-time staff) by the cash out of annual leave; and/or
 - the cash out is for past rostered and deemed annual leave.

Notification process

- 10.7 Monash HR will notify you of the outcome your application.
- 10.8 No notification of the outcome to PBC staff will proceed until confirmed by the office of the Chief Operating Officer and Senior Vice-President.
- 10.9 If the application is granted, Monash HR will:
- arrange completion and signature of the relevant prescribed Annual Leave Cash-Out Agreement (the "Agreement") pro forma;
 - proceed with the cash out of annual leave in accordance with the Agreement when the Agreement is completed and signed;
 - retain the original of the completed and signed Agreement for our records; and
 - provide a copy of the completed and signed Agreement to you.

Cash out of annual leave

- 10.10 The cash out of annual leave will be processed by Monash HR. It will not be superannuable and does not count as service.

11. Annual leave on resignation and termination

- 11.1 For information on the payment of accrued annual leave entitlements on resignation from the University, refer to the [Resignation and Exiting the University Procedure](#).

12. Breach of procedure

- 12.1 We treat any breach of our policies or procedures seriously. We encourage reporting of concerns about non-compliance and manage compliance in accordance with the applicable Enterprise Agreement or contract terms.

DEFINITIONS

ESS	An online Employee Self Service system which provides employees with easy and private access to personal and current employment information held by the University.
Excess annual leave	Annual leave which is accrued beyond the maximum permissible limit of 30 days (or pro rata thereof for part-time staff).
Head of Unit	Head of an academic or organisational work unit, for example Head of School, Head of Department or where applicable, a person acting as their nominee.
Performance-Based Contracts	Contracts of employment entered into pursuant to clause 15 of the Monash University Enterprise Agreement (Academic and Professional Staff) 2019.
Enterprise Agreement	The Enterprise Agreement means the Monash University Enterprise Agreement (Academic and Professional Staff) 2019 or the Trades and Services staff (Building and Metal Trades staff) 2009 or Trades and Services staff (Catering and Retail, Cleaning and Caretaking, and Miscellaneous services staff) 2005 as applicable to the staff member in accordance with their contract of employment.
Staff	For the purposes of this procedure, means a person employed by the University on a continuing or fixed-term basis.
Supervisor	The person who is responsible for the day-to-day supervision of the employee.

GOVERNANCE

Parent policy	Leave and wellbeing
Supporting schedules	
Associated procedures	<ul style="list-style-type: none"> • Excess Annual Leave • Resignation and Exiting the University • Types of Leave (All) <p>Procedure forms</p> <ul style="list-style-type: none"> • ESS • Application for Leave and Special Leave [Online] • Application for exchange of annual leave loading for extra leave form
Legislation mandating compliance	
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Procedure owner	Chief Human Resources Officer
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Content enquiries	ask.monash or phone Monash HR on (03) 990 20400