



# DECISION

*Fair Work Act 2009*  
s.394—Unfair dismissal

**Teresa Lennie**

**v**

**Department of Education**  
(U2023/12691)

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 6 JUNE 2024

*Application for an unfair dismissal remedy – no dismissal – application dismissed.*

## **Introduction**

[1] This decision deals with the question of whether or not Ms Lennie was dismissed from her employment by the Department of Education (the Department).

[2] Until Ms Lennie made an unfair dismissal application after receiving a letter dated 28 November 2023 notifying her that her employment was being terminated, both Ms Lennie and the Department had been acting on the basis that it was this letter that brought the employment relationship to an end. However, in responding to the unfair dismissal application, the Department submitted that Ms Lennie's employment had ended months earlier, on 26 April 2023, by operation of the *Education and Training Reform Act 2006* (the **ETRA**) and not by any action on its part.

[3] I dealt with this issue at a hearing on 15 April 2024 and granted permission for the Department to be legally represented.

[4] For the reasons set out below, I have concluded that Ms Lennie's employment ended by operation of the ETRA and not from any conduct of the Department. Because she was not dismissed, she is not able to make an unfair dismissal application, and the Commission cannot deal with the merits or otherwise of the application.

## **Relevant Legislation and Policies**

[5] The employment of teachers in government schools in Victoria is governed by Part 2.4 of the *Education and Training Reform Act 2006* (Vic). Division 4 of Part 2.4 is titled Leave and other entitlements. It includes ss 2.4.24 which relevantly provides for employees to be entitled in accordance with a Ministerial Order to leave of absence authorised by Ministerial Order.

[6] Division 4 also includes section 2.4.34:

**2.4.34 Absence from duty**

- (1) An on-going employee who is absent from duty for a period of 3 months (including school holidays) otherwise than on leave granted under this or any other Act ceases to be an employee in the teaching service.
- (2) If a person ceases to be an employee under subsection (1), he or she may at any time after ceasing to be an employee apply in writing to the Secretary to be reinstated.
- (3) If the Secretary directs in writing that the person be reinstated, he or she is to be treated as not having ceased to be an employee.

[7] Ministerial Order No. 1389<sup>1</sup> provides various terms and conditions of employment to teachers, including 19 forms of leave of absence in Part 6.<sup>2</sup> Relevantly, Division 19 allows for leave without pay for any purpose to be granted or extended on the application of an employee up to a maximum continuous period of three years.<sup>3</sup> Clause 1.1.1 provides that an inconsistent employment condition under an award or agreement under the *Fair Work Act 2009* (Cth) (the Act) prevails over the Order to the extent of the inconsistency.

[8] Subclause 26(29) of the *Victorian Government Schools Agreement 2022*<sup>4</sup> provides that the Employer may grant leave with or without pay subject to such terms and conditions as the Employer thinks fit in any particular case for any purpose not covered in the Agreement.

[9] The Department's *Absent Without Leave - Unauthorised Absences Policy* provides that "*continued absence from duty without approved leave may lead to cessation of employment.*"<sup>5</sup> The Policy obliges the Department to make reasonable efforts to contact the person prior to ceasing the employment of an employee who is absent without authority, including written notification to the employee advising that their absence is unauthorised and failure to report for duty or otherwise explain the absence by a specified date, will result in the cessation of employment. The Policy further provides that:

*"[a]n ongoing teaching service employee who is absent from duty and the absence is not authorised (absent without leave) for a period of 3 calendar months (including school vacations) ceases to be an employee in accordance with section 2.4.34(1) of the ETRA. In the event the ongoing teaching service employee fails to provide an explanation, or the principal rejects the explanation, the employment of that person automatically ceases under section 2.4.34(1) with effect from the date specified."*<sup>6</sup>

[10] The Department's *Cessation of Employment – Teaching Service Policy*<sup>7</sup> is also relevant. The Policy provides that a person's employment can end at the instigation of the employee, at the instigation of the employer or due to the operation of law.<sup>8</sup> The Policy provides that cessation due to the operation of a law can occur in three circumstances, including relevantly, as a result of the employee abandoning their employment (refer to Absent Without Leave – Unauthorised Absences).

**Factual background and findings**

[11] Ms Lennie was employed by the Department as an ongoing teacher at Mullauna College. She had a very long period of service as a teacher, commencing in 2001.

[12] On 11 August 2021, Ms Lennie applied for leave without pay (LWOP) from 23 August 2021 to 26 January 2023 largely on compassionate grounds.<sup>9</sup> The Applicant was granted LWOP between 4 October 2021 and 26 January 2023 and was absent for this period.

[13] Whilst on LWOP Ms Lennie gained outside employment with a company that provided services to schools, and this became the subject of a misconduct investigation by the Department. On 16 March 2022 the Department sent a notice of allegations concerning Ms Lennie's outside employment. On 5 June 2023, Ms Lennie was provided with the Department's preliminary view and the intended penalty of termination of her employment. About 18 months after the investigation was started, on 28 November 2023, Ms Lennie was advised that the outcome of the investigation was the termination of her employment. On any view, the investigation took an unreasonable amount of time, not caused by any delay by Ms Lennie.

[14] The Department did not take any action to suspend Ms Lennie during the investigation, as it is able to do under the ETRA.<sup>10</sup> Under Division 10 of the ETRA, dealing with misconduct, the Secretary of the Department can suspend an employee under investigation from duty, either with or without pay, by giving written notice to them. An employee cannot be suspended without pay until they have been given an opportunity to make a written submission about whether the suspension without pay should occur.<sup>11</sup>

[15] In a practical sense, because Ms Lennie was already on LWOP when the misconduct investigation started in March 2022, there was no immediate need to do so.

[16] The Principal of the College, Mr Ruff, emailed Ms Lennie on 20 October 2022, notifying her that her LWOP would end on 27 January 2023[sic], and asked what her intentions were for the 2023 school year.<sup>12</sup> Mr Ruff sent the email as he had not heard from Ms Lennie, and staff on leave are required to notify their intentions for the following school year for planning purposes.

[17] Ms Lennie responded on 26 October 2022 in the following terms:

*“Due to the ongoing Department investigation and the uncertainty around the consequences for me once it's concluded, I am unable to make any plans for 2023 at this point.*

*In addition, the reasons I sought LWOP still persist.*

*I understand the College's need to plan and I will let you know my intentions once the Department's process has concluded.*

*Unfortunately I cannot even given an indication as to when that is likely to be – it has already taken most of the year.”<sup>13</sup>*

[18] Mr Ruff replied on 28 October 2022, thanking Ms Lennie for her reply and that he would “consider your [Ms Lennie's] response and reply in due course.”<sup>14</sup> He did not do so. Mr Ruff's

evidence, which I accept, is that he did not understand Ms Lennie's email to be a request for further LWOP, nor that his response constituted an approval of any LWOP. He expected that if Ms Lennie wanted further LWOP she would write to him again and formally request this.

[19] The Applicant did not return to work after her approved LWOP ended on 26 January 2023, nor did she apply for a further period of LWOP. Similarly, the Principal did not take any action to deal with what it now says to be an unapproved absence. For example, it did not direct her to return to work. Neither Ms Lennie nor the College Principal had turned their minds to the ETRA and both presumed that the employment relationship remained in place and acted consistently with this presumption.

[20] As set out above, s.2.4.34 of the ETRA provides that an employee who is absent from duty for a period of 3 months other than on approved leave, ceases to be an employee in the teaching service. Further, under the Unauthorised Absences Policy, the Department is obliged to try to contact the person and advise them of the failure to report for duty or explain their evidence. No such efforts were made by the Department following the expiration of Ms Lennie's approved LWOP on 26 January 2023.

[21] The next communication between Ms Lennie and the College appears to have been on 5 June 2023, where the Department sent Ms Lennie the preliminary findings of the investigation and the intended outcome, being termination of her employment. An extension of time was sought by Ms Lennie to respond to the allegations, and she ultimately provided a response through her union representative on 7 July 2023.

[22] On 14 July 2023, Ms Lennie emailed Mr Ruff requesting additional leave without pay on compassionate grounds until the start of 2025.<sup>15</sup> After seeking advice and then clarification from Ms Lennie, and a modified request being made, Mr Ruff granted LWOP until 26 January 2024.<sup>16</sup> Mr Ruff's communications to Ms Lennie included "*you have requested an extension of your leave without pay*" and "*you have already been on LWOP since October 2021*".<sup>17</sup> Mr Ruff's evidence, which I accept, is that he did not turn his mind to the issue that the Applicant's employment may have ceased because of her extended absence without leave. He did not understand the email to be a request to reinstate Ms Lennie and did not turn his mind to his delegated power to do so.

[23] On 28 November 2023, the Department wrote to Ms Lennie advising of her termination of employment.

[24] Ms Lennie has performed no teaching duties nor any work for the Department since her original LWOP commenced on 4 October 2021.

### **Submissions**

[25] The Department contends that Ms Lennie was absent from duty and not on any authorised leave from the period 27 January 2023 to 26 April 2023, being 3 months from the date her approved LWOP period ended. Accordingly, it submits that her employment ceased by operation of s.2.4.34(1) of the ETRA. It submits that the Applicant was never reinstated. The purported termination on 28 November 2023 was therefore of no effect.

[26] Ms Lennie submits that the Department implicitly approved her absence from duties until the conclusion of the misconduct investigation. Alternatively, she contends that even if her employment ceased due to the operation of the ETRA, she was subsequently reinstated by the Principal, Mr Ruff.

**Did Ms Lennie’s employment cease on 26 April 2023 by operation of s.2.4.34 of the ETRA?**

[27] As set out above, subsection 2.4.34 of the ETRA provides that an ongoing employee who is absent from duty for a period of 3 months other than on leave granted under the ETRA or any other Act, ceases to be an employee in the teaching service. There is no dispute that Ms Lennie’s approved period of LWOP ended on 26 January 2023, nor that she was absent from duty for the next 3 months to 26 April 2023 (and beyond).

[28] In my view, s.2.4.34 operates so as to automatically end the employment relationship without any intervention or action by the Department, when an employee is absent from duty for a period of 3 months and who is not on leave granted under the ETRA or any other Act. That is because:

- (a) When the conditions for the subclause are enlivened (by the absence of 3 months other than on approved leave), the employee ‘ceases’ to be an employee in the teaching service. On a plain reading, the provision has the effect of ceasing the employment without any action by the Department. The employment ceases upon the conditions being satisfied.
- (b) “Ceases” in s.2.4.34(a) is used in the present tense to describe what happens to the employment, whereas in subclauses b) and (c) ‘cease’ is used in the past tense.
- (c) The use of the word ‘ceases’ denotes something other than dismissal or termination, which is used elsewhere in Part 2.4 to describe how employment can end. For example, the Department Secretary may “terminate the employment” of an employee due to physical or mental incapacity in s.2.4.56; may dismiss or terminate the employment of a temporary employee in s.2.4.59(4); may terminate the employee’s employment if they determine there has been unsatisfactory performance or misconduct (Divisions 9A and 10). The language of “dismissal’ or ‘termination’ is used in such provisions to confer powers on the Secretary in the specified circumstances.

[29] This construction is also consistent with the Department’s *Cessation of Employment – Teaching Service Policy* described earlier regarding the effect of s.2.4.34(1) of the ETRA. However, it is also clear that the Department failed to comply with the Policy and made no effort to notify Ms Lennie that her absence was unauthorised and her employment may cease. The consequence of the Department’s failure is that Ms Lennie was deprived of the opportunity to (which she doubtlessly would have taken up) either seek a further period of leave or otherwise respond to the notification she was entitled to receive. However, it does not follow that the Department’s notification failure changes the operation of s.2.4.34(1), with the cessation of the Applicant’s employment. I note that the Policy uses the language of ‘abandonment of

employment', which is likely the most common circumstances in which employment ceases by operation of s.2.4.34(1) of the ETRA, but not what occurred in Ms Lennie's case. However, such language in the Policy does not alter the effect of section 2.4.34(1) of the ETRA.

**[30]** My view also corresponds with the approach and findings of Deputy President Young (as she then was) in relation to a similar clause in the ETRA which provides that an employee's employment ceases, by virtue of the subsection, 12 months after a teacher is refused registration or has their registration suspended or cancelled and remains unregistered.<sup>18</sup>

**[31]** When Ms Lennie's approved LWOP ended on 26 January 2023, she remained absent from duty for 3 months ending on 26 April 2023. At that date, by operation of s.2.4.34(1), her employment relationship with the Department ceased unless she was on approved leave under the ETRA or some other Act.

**[32]** Ms Lennie contends that from 26 January 2023, she was absent on leave granted by the Department as a whole. She submits that her absence from duty from January 2023 was with the 'implicit approval' of the Department until the conclusion of the misconduct investigation. She contends that such approval should be inferred from:

- (a) Ms Lennie's email to Mr Ruff of 26 October 2022 stating she was unable to make any plans for 2023, that the reasons she initially sought LWOP persisted and she would advise of her intentions once the Department's investigation had concluded, which she was unable to give any indication of.
- (b) That Mr Ruff continued to seek updates from the Department about the status of the investigation on 19 December 2022 and on 3 May 2023, and that the only explanation for doing so was that he and Ms Lennie had a shared understanding that her absence from duty was implicitly approved pending the outcome of the investigation.
- (c) The continuation of the misconduct investigation, including the Department setting out its preliminary view and intended penalty (namely, termination of employment) on 5 June 2023, Ms Lennie's active participation in it such as by seeking and being granted an extension of time to respond to the preliminary view, the provision of a response on Ms Lennie's behalf on 7 July 2023, and the written notice of the termination of Ms Lennie's employment by letter dated 28 November 2023.
- (d) That Ms Lennie's final payment including notice and accrued entitlements was only made after the letter of termination in November 2023, whereas these entitlements should have been paid in April 2023 if the employment had ceased at that time.
- (e) Various interactions throughout 2023 between the Department, Ms Lennie and Mr Ruff, all of which were premised on the employment relationship remaining on foot.

- (f) When Ms Lennie applied for further LWOP in July 2023, Mr Ruff approved it noting that it extended the period of LWOP “*to over two years in total*”.<sup>19</sup>
- (g) Ms Lennie continued to have access to the Department’s HR and payroll system until after the notice of termination of employment in November 2023, was treated as an employee, and was never directed to return to work.
- (h) In March 2023, Ms Lennie made a complaint to the Ombudsman about the lack of response to a complaint she had made about the former principal of the College.
- (i) On 21 March 2023, the AEU made representations on the Applicant’s behalf regarding the misconduct investigation and the time it was taking,<sup>20</sup> and the Department’s response on 24 March 2023 in which it referred to Ms Lennie as a teacher at Mallauna Secondary College.<sup>21</sup>
- (j) On 21 April 2023, Ms Lennie lodged an IT support ticket following receiving an email about ‘conflict of interest declarations’.
- (k) On 16 May 2023, Ms Lennie received an update about her complaint about the former Principal and an apology from the Regional Director, Ms Money. Ms Money stated that she would write to Ms Lennie separately about the misconduct investigation.

[33] It is not clear what form of absence is said to be implicitly approved by the Department. In some parts of her evidence, Ms Lennie states that she believed she was on leave without pay for the entire time, and at others that she was “effectively suspended”. The Department denies any explicit or implied approval.

[34] The Ministerial Order provides for leave without pay to be granted *on application of an employee*. The Department also had the broad discretion conferred by subclause 26(29) of the enterprise agreement to grant leave with or without pay. I do not consider subclause 26(29) to be inconsistent with the Ministerial Order, and thus prevail over it. Under the ETRA, leave can only be granted on application by an employee. In any event, I fail to see how either the Ministerial Order or the Agreement provides for some ‘*implied*’ approval of leave.

[35] I am unable to conclude that Ms Lennie’s email response on 26 October 2022 to Mr Ruff’s enquiry about her plans for the 2023 year, amounted to an application for a further period of LWOP, when her current period would expire some 3 months into the future. No such request is made explicitly in the email, nor do I consider it to be an implied request for further LWOP. Ms Lennie did not give evidence that she intended it to be such a request. That is unsurprising, given all parties, including the Applicant, simply were acting on the presumption that Ms Lennie was not required to attend for duty until the misconduct investigation was concluded. As Ms Lennie attests, “*throughout the entire investigation process, during which I actively participated, I was of the understanding that I was on leave without pay and still employed by the Department.*”<sup>22</sup> If Ms Lennie had intended her email to Mr Ruff to be a request for an

extension of LWOP, she might have been expected to follow up as 26 January 2023 neared and Mr Ruff had not responded.

[36] Additionally, as at 26 October 2022, an extension of LWOP beyond 26 January 2023 was not contemplated as necessary by either Ms Lennie nor Mr Ruff. At that point, although regrettably it did not eventuate, Mr Ruff had been told it was possible the misconduct investigation would be concluded by the end of the year. Accordingly, depending on the outcome, Ms Lennie may have been returning to work in January 2023 before the LWOP expired. It is therefore difficult to accept in those circumstances, that Ms Lennie in October was applying for an extension of her LWOP beyond the end of January 2023.

[37] Even if Ms Lennie's email to Mr Ruff was an implicit application for an extension of LWOP, I am unable to conclude that either Mr Ruff nor the Department broadly, approved the extension. It was not understood by Mr Ruff to be such a request, nor was his response considered by him as an approval of a further period of LWOP. Mr Ruff understood this exchange to be that Ms Lennie did not yet know her plans for 2023 and had not yet formally applied for a further period of LWOP, but would write to him again if she wanted to do so.<sup>23</sup>

[38] In considering applications for LWOP, Mr Ruff was exercising delegated powers requiring him to consider certain matters. As he did not consider any application had been made, I am unable to identify how Mr Ruff could be said to have exercised his powers to grant the application.

[39] Further, if it had been intended by Ms Lennie to be treated as an application for LWOP until the misconduct investigation concluded and was presumed by her to have been approved because Mr Ruff did not advise otherwise, there would have been no need for the subsequent clear and explicit request for additional LWOP made on 14 July 2023. Ms Lennie submits that this request did not mean she was not already on another form of approved unpaid leave, but that she wanted certainty about her status, and she had assumed she was '*effectively suspended*' until the investigation concluded.<sup>24</sup> To be clear, my conclusion is based on these reasons and not on any non-compliance by Ms Lennie with the Department's Leave Without Pay Policy nor the Mullauna College Leave Policy.<sup>25</sup> It would have been sufficient if Ms Lennie's email, properly construed, had constituted an application for an extension of her LWOP, and that the application was granted.

[40] I do not find that Ms Lennie was on any form of approved or authorised leave under the ETRA or any other Act as of 26 April 2023. At that date she had been absent from duty for 3 months since her LWOP expired on 26 January 2023. The conditions triggering s.2.4.34(1) were thus met, and Ms Lennie's employment ceased at that date. Accordingly, subsequent actions, including Ms Lennie's later application for LWOP on 14 July 2023, can have no effect, because the employment had already ceased. Similarly, Mr Ruff's approval could not retrospectively approve the absence.

[41] I have also considered whether the employment relationship between Ms Lennie and the Department continued, notwithstanding the cessation of her employment as a teacher under the ETRA. However, I consider it did not. It is difficult to contemplate what the basis of any such relationship would be, how it was formed, or what its terms were. At a practical level, Ms Lennie was not directed or required to perform duties of any kind by the Department after 26



April 2023, nor did she perform any. Whilst the misconduct investigation continued, and Ms Lennie continued to participate in it, when she received the preliminary findings on 5 June 2023, she was invited to, but not required to provide a response.

[42] Ms Lennie's subsequent application for LWOP to Mr Ruff on 14 July 2023, his response and subsequent approval, and the issuing of the letter of termination on 28 November 2023 are, in the circumstances, not evidence of a relationship of employment. Rather, these and other interactions are consistent with the erroneous assumption that the employment had not ceased on 26 April 2023 pursuant to s.2.4.34 of the ETRA. The letter of termination of 28 November 2023 was of no legal effect because Ms Lennie was no longer an employee of the Department at that time.

[43] Whilst Ms Lennie took various other actions including a complaint to the Ombudsman, this is not evidence of a relationship of employment between her and the Department.

[44] I have also considered whether the Secretary had 'impliedly' suspended the Applicant from 26 January 2023 until the conclusion of the investigation. However, the powers of the Secretary in s.2.4.64 of the ETRA in such circumstances requires that an employee may only be suspended by giving notice in writing to the employee, and no such notice was given. I can see no basis for an implied suspension of the Applicant.

[45] The purported termination on 28 November 2023, and all actions since 26 April 2023 are of no effect, unless I am satisfied that Ms Lennie was reinstated.

### **Was Ms Lennie reinstated?**

[46] Ms Lennie contends that even if her employment was terminated by operation of the ETRA on 26 April 2023, she was subsequently reinstated.

[47] As set out above, s.2.4.34(2) of the ETRA provides that a person who ceases to be an employee by reason of their unauthorised absence, may at any time after ceasing to be an employee apply in writing to the Secretary to be reinstated. The Department's Absent Without Leave Policy, states that any such application should be made in writing to the Principal as the Secretary's delegate.

[48] Ms Lennie contends that her email to Mr Ruff on 14 July 2023 requesting LWOP was in effect an application for reinstatement. I am unable to agree. It is not expressed to be such a request, and it is difficult to conceive how Mr Ruff could exercise his delegated powers to agree to an application for reinstatement of Ms Lennie in circumstances where neither he nor Ms Lennie believed there was any basis for reinstatement, as both believed that the employment was continuing and had not been terminated.

### **Conclusion**

[49] I have no doubt, having regard to the evidence, that Ms Lennie, her Principal Mr Ruff, and the Department more broadly presumed that the employment was ongoing, and acted consistently with that belief. The contention that Ms Lennie's employment had ceased by

operation of the ETRA was only raised in response to Ms Lennie's letter of termination dated 28 November 2023. However, in my view, such beliefs were mistaken.

[50] The conclusion I have reached is very unfortunate for Ms Lennie, and likely galling. The Department's failure to comply with its own policies meant that she was deprived of the opportunity (which she doubtlessly would have taken up) to either seek a further period of leave or otherwise respond to the notification she was entitled to receive. The Department is entitled to raise and rely on this technical objection, however in the unique circumstances involved here, I consider that its decision to do so does not reflect particularly well upon it. However, for the reasons given, I find that Ms Lennie's employment with the Department ceased by operation of the ETRA and was not brought about by the employer: there was no action on the part of the Department which directly or consequentially resulted in the termination of the Applicant's employment. Accordingly, the Applicant was not dismissed within the meaning of section 386 of the Act.

[51] The application is dismissed. An order to that effect will be issued separately.



DEPUTY PRESIDENT

*Appearances:*

*T Lennie* the Applicant, appearing on her own behalf.

*M Cheligoy* of Counsel, with permission on behalf of the Respondent.

*Hearing details:*

2024

15 April.

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<sup>1</sup> *Education and Training Reform Act 2006* ("ETRA"), School Council Employees (Employment Conditions, Salaries, Allowances, Selection and Conduct): Ministerial Order No. 1389. [ministerial-order-1389-pdf-1673](https://www.education.vic.gov.au/ministerial-order-1389-pdf-1673) ([education.vic.gov.au](https://www.education.vic.gov.au))

<sup>2</sup> *Ibid.*

<sup>3</sup> *Ibid.*, Clause 6.19.1-6.19.3.

<sup>4</sup> [\[2022\] FWCA 2387](#).

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<sup>5</sup> HB p.100.

<sup>6</sup> *Absent Without Leave – Unauthorised Absences*: Digital Hearing Book (“DHB”) pg. 100-102.

<sup>7</sup> *Cessation of Employment – Teaching Service*: DHB, pg. 103-109.

<sup>8</sup> *Ibid*, DHB p.103.

<sup>9</sup> Exhibit R1.

<sup>10</sup> ETRA, s.2.4.64.

<sup>11</sup> ETRA, s..2.464(1)(4).

<sup>12</sup> Witness Statement of Ms Lennie, HB p.89.

<sup>13</sup> *Ibid*, HB p.83.

<sup>14</sup> HB p.83.

<sup>15</sup> Witness Statement of Mr Ruff, HB p.157.

<sup>16</sup> *Ibid*, HB p.159.

<sup>17</sup> *Ibid*, HB pg. 155-156.

<sup>18</sup> *Applicant v Secretary to the Department of Education and Training* [\[2022\] FWC 1994](#).

<sup>19</sup> Witness Statement of Mr Ruff, HB pg.159.

<sup>20</sup> Witness Statement of Ms Lennie, HB p.94

<sup>21</sup> *Ibid*, HB p.96.

<sup>22</sup> Witness Statement of Ms Lennie at [15], HB p.51.

<sup>23</sup> Supplementary Witness Statement of Mr Ruff, HB 168-169.

<sup>24</sup> Applicant’s Second Response to the Jurisdictional Objection at [11], HB p.198

<sup>25</sup> Mullauna College Leave Policy, HB p.170 and Leave Without Pay – Teaching Service Policy, HB p.175-177.