

PROPOSED LEAVE CLAUSES

Note 1: Clause numbers have been identified for ease of reference. These are likely to change in the final draft document.

Note 2: Drafting, revising and finalising clauses for an enterprise agreement is a collaborative process with the bargaining group and feedback from the bargaining group will assist in making any necessary amendments to these clauses.

1. General Leave

- 1.1. Unless otherwise expressly noted, this clause applies to all Employees, other than casual Employees.
- 1.2. General Leave entitlement for all Employees, other than Employees captured under subclause 1.4, consists of Annual Leave and Additional Leave during a prescribed annual close down period in accordance with this clause.
- 1.3. **General Leave Entitlements**
 - a. **Annual Leave**
 - i. Employees are entitled to four (4) weeks of paid annual leave for each year of service. An Employee's entitlement to paid annual leave accrues progressively during the year according to the Employee's ordinary hours of work, and accumulates from year to year (pro-rata entitlement to annual leave for part-time Employees).
 - b. **Additional Leave During Close Down during Christmas/New Year Period**
 - i. In any given year, NextSense may specify a temporary close down provision for a part, or a whole of the business during the Christmas/New Year period for a period of no less than two (2) weeks.
 - ii. NextSense must give at least three (3) months' written notice of the date(s) of the close down and in the case of an Employee who commences employment within two (2) months of the close down period, notice must be given on the day the Employee commences employment.
 - iii. An Employee will, provided the Employee has been employed continuously for one week or more by NextSense, be entitled to paid leave to cover the prescribed close-down period for the Employee's ordinary working days that fall within the close-down period.
 - iv. Such leave shall not be applied against an Employee's entitlement to any other accrued leave entitlements under this Agreement or the Act.
 - v. Paid leave under this subclause does not accrue and is not payable on termination of Employment.

1.4. Transitional Arrangements for Employees

- a.** This subclause applies to Employees who:
 - i. commenced their employment with NextSense prior to the Commencement Date of this Agreement; and
 - ii. at the Commencement Date of this Agreement are entitled to eight (8) weeks of Annual Leave under the *RIDBC (Teleschool Employees) Enterprise Agreement 2016 – 2018* and the *RIDBC Therapy and Early Childhood Employees Agreement 2017 – 2020*.
- b.** For the duration of this Agreement, Employees captured under subclause 1.4.a. will receive their annual leave entitlement on the following basis:
 - i. for the first 12 months from the Commencement Date of this Agreement, Eight (8) weeks' leave;
 - ii. for the second year of this Agreement, seven (7) weeks' leave; and
 - iii. from the third year of this Agreement, entitlement to annual leave will be reflective of the general leave entitlements listed in subclause 1.3.
- c.** The annual leave accrues progressively during the year according to the Employee's ordinary hours of work, and accumulates from year to year (pro-rata entitlement for part-time Employees);
- d.** For the first two years of the Agreement, the Employee will be required by NextSense to take their accrued Annual Leave during the prescribed annual close down period.
- e.** Where an Employee does not have accrued Annual Leave to cover the prescribed annual close down period, the Employee must be given and take the whole of the leave outstanding and must be given and take leave without pay for the balance of the close down period.

1.5. Annual Leave Loading

- a.** An Employee (other than a casual Employee) is entitled to annual leave loading of 17.5%, of their ordinary rate of pay on accrued annual leave up to 4 Weeks per annum (pro-rata for part-time Employees).
- b.** Annual leave loading is automatically paid to an Employee as soon as practicable after the first full pay period on or after 1 December each year, and is based on the Employee's ordinary hourly rate of pay as at 1 December, which excludes overtime and other non-salary payments.
- c.** On termination of employment, annual leave loading will be paid out.

1.6. Public Holidays

- a.** Employees are entitled to public holidays as provided for in the NES for the State or Territory in which they work which includes holidays declared or prescribed by, or under, a law of a State or Territory in which the Agreement operates, as varied from time to time.
- b.** NextSense and an Employee may agree in writing, to substitute a day or part-day for a day or part-day that would otherwise be a public holiday, for NextSense's operational reasons.
- c.** Annual leave is exclusive of public holidays.
- d.** Employees may be requested to work on a public holiday in order to provide essential services to clients.

- i. If an Employee is requested to, and does perform work on a public holiday, the Employee, including any casual Employee, will be paid double time and a half (250%) for all time worked at their ordinary rate of pay.
- ii. A full-time Employee will be paid for a minimum of four (4) hours' work if required to work on a public holiday. Casual and part-time Employees will be paid at least the minimum engagement time for working on a public holiday.
- iii. Any payment made by NextSense under this clause is in lieu of casual and shift loadings, weekend loadings and overtime.
- iv. An Employee may refuse to work on a public holiday if the request is unreasonable or if the refusal to work is reasonable.

1.7. Taking of Leave for All Employees (other than Employees under the Early-Childhood (Support Staff and Teachers) Stream)

- a. All Employees are encouraged to take their annual leave in the year it accrues.
- b. The taking of annual leave will at all time be mutually agreed between the Employee and NextSense.
- c. An Employee may elect to take their accrued annual leave entitlement at half-pay.

1.8. Taking of Leave for Employees under the Early-Childhood (Support Staff and Teachers) Stream

- a. Pre-school teachers are required to take annual leave in a consecutive period at the commencement of the school summer vacation each year unless otherwise agreed with NextSense.
- b. Annual leave must be re-credited in accordance with the Act. NextSense may direct that, in the case of a pre-school teacher, any re-credited leave be taken during non-term weeks.
- c. Pre-school teachers are considered to be stood down with pay for the remainder of the gazetted school holidays in the state they are working.
- d. NextSense is entitled to direct pre-school teachers to attend work during non-term time, but no more than 210 days per teaching year.
- e. Pre-school support Employees are ordinarily required to take annual leave in a consecutive period at the commencement of the school summer vacation, except where NextSense and the Employee agree in writing to the contrary.

1.9. Purchase of Additional Annual Leave

- a. An Employee may apply to enter into an agreement with NextSense to purchase up to two (2) weeks of additional annual leave in a twelve (12) month period.
- b. The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay.
- c. To calculate the purchased leave rate of pay, the Employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro-rata rate over the twelve (12) month period.
- d. Annual leave loading does not apply to any purchased leave.

1.10. Cashing out of Annual Leave

- a.** By mutual consent between NextSense and the Employee, an Employee may elect to cash out their entitlement to annual leave in accordance with the procedure set out in the Act, subject to the following conditions:
 - i.** the Employee must elect in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out; and
 - ii.** after cashing out, the Employee's remaining accrued entitlement to paid annual leave must be no less than four (4) weeks; and
 - iii.** the Employee must be paid at least the full amount that would have been payable to the Employee had they taken the leave that they had forgone; and
 - iv.** Annual leave loading will not be payable on any portion of cashed out annual leave.

1.11. Direction to Take Annual Leave

- a.** NextSense can, by giving four (4) weeks' notice in writing, direct an Employee to take annual leave if the Employee has extensive accumulated annual leave of greater than six (6) weeks for a full-time Employee or the equivalent pro-rata entitlement for a part-time Employee.
- b.** At NextSense's discretion, annual leave may be accrued in excess of six (6) weeks for special purposes.
- c.** NextSense may give a direction in accordance with this clause in relation to any excessive annual leave accrued both before and during the life of this Agreement.
- d.** A direction to take annual leave will only be given after discussions between the Employee and their manager have failed to reach agreement on the taking of excessive leave.

2. Personal/Carer's Leave

2.1. This clause applies to all Employees, other than a casual Employee, unless otherwise expressly noted.

2.2. Entitlement

- a.** Employees are entitled to unlimited paid personal/carers' leave in accordance with this clause.
- b.** An Employee shall not be entitled to paid Personal/Carer's leave for any period in respect of which such an Employee is entitled to workers compensation or temporary disability payments through a relevant superannuation fund insofar those payments cover the requested period of leave.
- c.** The entitlement to unlimited paid personal/carers' leave does not otherwise impact on any protections provided to the Employee and NextSense under section 352 of the Act with respect to temporary absence.
- d.** No amount of personal/carers' leave is paid out on termination of employment.

2.3. Taking of Personal/Carer's Leave

- a.** Personal/carers leave will be available to an Employee in accordance with the Act, when they are absent due to:
 - i. personal illness or injury (sick leave); or
 - ii. for the purposes of caring for an immediate family or household member that is sick and requires the Employee's care and support (carer's leave); or
 - iii. an unexpected emergency and other unforeseen circumstances (including short notice disruptions to child-care arrangements or if immediate care is required for household pets); or
 - iv. in circumstances outlined in **subclause 2.5 and 2.6.**
- b.** Immediate family, for the purposes of clause 2 is defined as:
 - i. a spouse or partner of the Employee; or
 - ii. a child or an adult child (including an adopted child, a step-child, or a foster child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or partner of the Employee; or
 - iii. a relative of the Employee who is a member of the same household.
- c.** Household member, for the purposes of clause 2 is any person who lives with the Employee.

2.4. Notice and Evidence Requirements

- a.** When an Employee is unable to attend work due to illness, the Employee must, where reasonable, contact their direct line manager prior to or at the normal starting time on the day of absence or as soon as practicable. An Employee should advise the estimated period of the absence.
- b.** NextSense may request documented evidence as permitted under the Act, including evidence that the illness of the person concerned requires the support and care of another person. In ordinary circumstances, an Employee must not take carer's leave where another person has taken leave to care for the same person.
- c.** Where it appears to the direct line manager that a pattern of absences is emerging for an Employee, for example absences which occur either immediately prior to, or post, a public holiday or weekend, or where there have been unexplained or unreasonable absences, the direct line manager may raise the issue with the Employee and together, they will appropriately address the matter.
- d.** In circumstances where an Employee takes any period of personal/carers leave under this clause, NextSense may require the Employee to:
 - i. provide evidence, including a medical certificate from a doctor, as to the nature and genuineness of the illness or injury; and
 - ii. properly participate in an appropriate return to work program, devised in consultation with a medical practitioner;
 - iii. participate in an examination by an independent medical practitioner at the reasonable direction and expense of NextSense;
 - iv. consent to the independent medical practitioner disclosing any report arising from a medical examination in so far as it relates to the Employee's fitness and capacity for work; and

- v. if reasonable in the circumstances, provide evidence of applying for temporary disability payments through a relevant superannuation fund.

2.5. Preventative and Planned Health Appointments

- a. An Employee may access their entitlement to paid personal/carer's leave for preventative and planned health appointments, intended to prevent or screen for a medical condition affecting the Employee, which have been made with or recommended by a registered medical practitioner.
- b. The use of personal/carer's leave for preventative and planned health appointments is conditional on the Employee:
 - i. wherever possible, making reasonable attempts to organise the preventative and planned health appointment outside of the Employee's ordinary work hours;
 - ii. consulting with their manager about their intention to take personal/carers leave for a preventative and planned health appointment in order to enable scheduling of the appointment at a mutually convenient time which minimises disruption to business needs;
 - iii. notifying their manager as soon as reasonably practical and no less than two weeks in advance of the date, time and expected duration of the planned and preventative health appointment; and
 - iv. supplying a satisfactory medical certificate from the registered medical practitioner or a satisfactory statutory declaration, if requested by their manager or other person authorised by NextSense.

2.6. Circumstances Arising due to Family and Domestic Violence

- a. An Employee may access their entitlement to paid personal/carer's leave if:
 - i. the Employee is experiencing family and domestic violence; and
 - ii. the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - iii. it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.
- b. For the purposes of this subclause, family and domestic violence is as defined in the Act.
- c. An Employee wishing to access personal/carer's leave for circumstances outlined under this subclause must, if requested by NextSense, comply with the evidence and notice requirements relating to unpaid family and domestic violence leave set out in the Act. This may include documents issued by a statutory body such as the Court or the Police and/or other reasonable documentation including but not limited to a statutory declaration.
- d. NextSense acknowledges and recognises that any information about an Employee's experience of family and domestic violence is sensitive and is conscious of ensuring the wellbeing and safety of the Employee.
 - i. NextSense will take reasonable steps to keep any information about the Employee and the Employee's situation confidential when it is received as part of an application for leave under this subclause.
 - ii. NextSense is not prevented from disclosing the information if it's required by law or is necessary to protect the life, health and safety of the Employee or another person.

2.7. Unpaid Leave for Casual Employees

- a.** A casual Employee is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the casual Employee's immediate family, or a member of the casual Employee's household, requires care or support because of:
 - i. a personal illness or injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.
- b.** A casual Employee is entitled to five (5) days of unpaid leave in circumstances arising due to family and domestic violence in accordance with the Act.
- c.** NextSense must not fail to re-engage a casual Employee because the Employee accessed entitlements provided by this subclause. The rights of NextSense to engage or not to engage a casual Employee are otherwise not affected.

3. Compassionate Leave

3.1. Entitlement

- a.** All Employees are entitled to compassionate leave in accordance with the minimum entitlements under the Act.
- b.** An Employee, other than a casual Employee, is entitled to paid compassionate leave of three (3) days per occasion for circumstances outlined in subclause 3.2.

3.2. Taking Compassionate Leave

- a.** An Employee may access compassionate leave where a member of the Employee's immediate family or a member of the employee's household, as defined in subclause 2.3, or a person of very significant emotional connection to the Employee, or a household pet:
 - i. contracts or develops a personal illness that poses a serious threat to their life; or
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies.
- b.** An Employee may take compassionate leave for the purposes of:
 - i. spending time with a member of the Employee's immediate family or household, or a person of very significant emotional connection to the Employee, or a household pet who has contracted or developed a personal illness, or sustained a personal injury, that poses a serious threat to their life; or
 - ii. after the death of the member of the Employee's immediate family or household or person of very significant emotional connection to the Employee or a household pet.
- c.** An Employee may take compassionate leave for a permissible occasion as:
 - i. a single continuous 3 day period; or
 - ii. 3 separate periods of 1 day each; or
 - iii. any separate periods to which the Employee and NextSense agree.
- d.** NextSense may, at its discretion, grant additional compassionate leave (either paid or unpaid) on compassionate grounds. Any decision to approve or cease compassionate leave to an Employee is within the complete discretion of

NextSense and there is no obligation on NextSense to provide additional leave.

- e. Where requested, the Employee must give NextSense evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in this clause.

4. Long Service Leave

4.1. General Provisions

- a. The provisions of the applicable state or territory legislation of the primary location of work for an Employee will apply to the extent that this Agreement provides for a more favourable outcome in a particular aspect.
- b. An Employee shall be deemed to have completed a year of service if they had been employed for the whole of the term time of that calendar year.
- c. Long service leave accrued by the Employee will normally be taken at the Employee's current FTE/weekly hours at the time of taking the long service leave, unless otherwise agreed.
- d. A period of long service leave is exclusive of a public holiday falling within it.
- e. For the avoidance of doubt, any long service leave which has accrued under the previous industrial instruments will be recognised by NextSense. The new rate of accrual will be in accordance with the provisions of this Agreement and from its Commencement Date.

4.2. Entitlement

- a. All Employees will, on or after the Commencement Date, will accrue long service leave as follows:
 - i. 1.05 weeks per year up to 10 years; and
 - ii. 1.5 weeks per year, or proportion of a year, after 10 years' service.

4.3. Conditions of Taking Leave

- a. The general conditions of taking leave are in accordance with the applicable state or territory legislation of the primary location of work for an Employee.
- b. In addition to the conditions in the applicable legislation, the following will apply pursuant to this Agreement:
 - i. Where an Employee has become entitled to long service leave in respect of the Employee's service with NextSense, the Employee shall take the leave as soon as practicable having regard to the needs of NextSense.
 - ii. Unless NextSense otherwise agrees the Employee shall give not less than ten (10) weeks' notice of the Employee's wish to take leave.
 - iii. NextSense shall give the Employee not less than ten (10) weeks' notice of any requirement that such leave be taken.
 - iv. An Employee may request to take long service leave at half pay and NextSense may approve such request.
 - v. Where an Employee who is a pre-school teacher is entitled to an amount of long service leave which is in excess of a school term the Employee may elect not to take that part of the long service leave which is in excess of a term [the deferred leave], until such time as the employee accumulates further entitlements which when

taken together with the deferred leave enables long service leave to be taken for a whole term.

5. Community Service Leave

5.1. Entitlement

- a. All Employees are entitled to community service leave in accordance with the minimum entitlements under the Act, unless greater entitlements are otherwise expressly provided for under this clause.
- b. An Employee who is a member of the Australian Military Reserve or other Australian Military Forces will be granted unpaid leave for the purpose of attending any compulsory camp or posting.
- c. Any additional paid leave entitlements outlined in this clause are non-cumulative and not paid on termination of employment.

5.2. Volunteer Day Leave

All Employees, other than a casual Employee, are entitled to one (1) day paid leave each year, on application and approval by NextSense to use for participation in a community volunteering activity.

5.3. Jury Service

- a. An Employee, other than a casual Employee, who is required to attend for jury service during ordinary working hours will be provided with paid leave for this purpose to a maximum of twenty (20) days in total.
- b. The Employee shall notify NextSense of the date they are required to attend for jury service as soon as possible and provide NextSense with:
 - i. a copy the summons to attend jury duty;
 - ii. the estimated duration of attendance; and
 - iii. the amount received, or due to be received in respect of such jury service.
- c. The Employee will be required to reimburse to NextSense any monies payable to the Employee for such attendance (excluding reimbursement of expenses) which required the Employee's absence from work.
- d. Where reasonable, Employees who are not required to attend jury service for a complete day are to attend work for the balance of their working day.

6. Emergency Disaster Leave

- 6.1. The parties to this Agreement recognise the importance of provision of essential services to the community.
- 6.2. Employees will assist with keeping NextSense services open to support clients, students and families as far as is feasible and safe to do so. Employees will attend work unless prevented by circumstances outlined in this clause, or if they are otherwise on approved leave.
- 6.3. An Employee, other than a casual Employee, who is unable or prevented from attending work because of a declared natural disaster, or as a result of a public

health order and cannot work remotely will be granted a maximum of three (3) days' paid leave per calendar year in the following circumstances:

- a. the Employee must remain at home because transport services and facilities are disrupted or discontinued and they are not able to reach a place of work in a timely or safe manner; or
- b. the Employee is away from their usual residence and is unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
- c. the Employee is required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or
- d. the Employee must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence; or
- e. the Employee does not have the facilities to work remotely in circumstances where a public health order restricts travelling into the Employee's ordinary place of employment.

- 6.4. NextSense may require an Employee to provide satisfactory evidence of the circumstances outlined in subclause 6.3.c.
- 6.5. The Employee will advise NextSense as soon as possible of their intention to apply for leave pursuant to this clause, the expected duration and the reason for absence.
- 6.6. If a natural disaster is declared retrospectively and an Employee has already taken other leave because of that declared natural disaster in the circumstances outlined in subclause 6.3.c., the Employee may apply for that other leave (including any unpaid leave) to be converted to paid emergency disaster leave up to a maximum of three (3) days per calendar year.
- 6.7. For the purposes of this clause, the Employee's 'home' means the Employee's principal place of residence only.
- 6.8. NextSense may, at its discretion, grant additional emergency disaster leave (either paid or unpaid). Any decision to approve or cease additional emergency disaster leave to an Employee is within the complete discretion of NextSense and there is no obligation on NextSense to provide additional leave.
- 6.9. An Employee, other than a casual Employee, who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid personal/carer's leave under clause [insert clause number] of this Agreement.
 - a. An Employee who is unable to or prevented from attending work because of floods, severe storms, bushfires or other natural emergencies in circumstances outlined in subclause 6.3.c and cannot work remotely will be considered to be affected by the unexpected personal emergency for the purposes of clause [insert clause number] – Personal/Carer's Leave.

- b. For clarity, personal/carer's leave cannot be taken concurrently with paid emergency disaster leave.

7. Career Break Leave

- 7.1. All Employees, other than a casual Employee, who has completed at least five (5) years of continuous service with NextSense, will be entitled to leave without pay to:
 - a. pursue alternate career opportunities, insofar that it does not present as a conflict of interest (perceived or actual) to the work the Employee ordinarily performs for NextSense; or
 - b. work in an overseas volunteer program approved by NextSense; or
 - c. take a prolonged break of at least one (1) year from NextSense for other personal reasons, otherwise not captured within any other leave entitlement under this Agreement.
- 7.2. The leave will ordinarily be granted for one (1) year but may be granted for up to two (2) years if requested by the Employee and agreed to by NextSense.
- 7.3. Career break leave will not break continuity of service but does not count as service with NextSense for the purpose of long service leave or any other accrued entitlements.

8. Unpaid Leave in Special Circumstances

- 8.1. NextSense may grant an Employee unpaid leave in special circumstances.
- 8.2. Each request under this clause will be considered on merit and will be subject to approval by NextSense.
- 8.3. NextSense reserves the right to refuse an Employee's request for unpaid leave.
- 8.4. Any time taken as unpaid leave will not break an Employee's period of service with NextSense but periods longer than three (3) months will not count as service with NextSense for the purpose of long service leave or any other accrued entitlements.

9. Parental Leave

- 9.1. **General Provisions**
 - a. Except as varied by this clause, all other entitlements and requirements relating to parental leave under the Act apply.
 - b. All periods of paid parental leave will count as service for the purposes of this Agreement, the Act and any other statutory entitlement.
 - c. Periods of unpaid parental leave will not count as service.
 - d. The minimum entitlement to parental leave under the Act is up to 12 months' unpaid parental leave at the time of birth or adoption.
 - e. By way of summary, an Employee is entitled to the minimum entitlement to parental leave under the Act if they are a:

- i. permanent Employee, with a minimum of 12 months' continuous service immediately before the birth or adoption of a child; or
 - ii. casual Employee, who has been engaged on a regular and systematic basis for a period of 12 months.
- f. NextSense must not fail to re-engage a regular casual Employee because:
 - i. the Employee or the Employee's spouse/partner is pregnant; or
 - ii. the Employee is or has been immediately absent on parental leave.
- g. For the purposes of this clause, a regular casual Employee means an Employee who works for NextSense on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis. The rights of NextSense in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
- h. An Employee shall be required to give notice of the intention to take leave and shall provide other notice and documentation consistent with the provisions of the Act, subject to any specific provisions outlined in this clause.

9.2. Entitlement to Paid Parental Leave (Primary Carer)

- a. An Employee will be entitled to take paid parental leave in accordance with this subclause if:
 - i. they have an entitlement to parental leave under the Act; and
 - ii. they will be the primary person responsible for the care of the child from the child's date of birth (being birth-related leave under the Act) or, in the case of adoption (being adoption-related leave under the Act) from the child's date of placement with the Employee.
- b. Paid parental leave under this subclause will be for fourteen (14) weeks in a single continuous period at the rate of pay the Employee would have received, if the Employee had not taken parental leave.
- c. If an Employee's pregnancy is terminated other than by the birth of a living child:
 - i. more than 20 weeks before the anticipated date of birth the Employee is not entitled to paid parental leave, however may access unpaid parental leave of such periods as a registered medical practitioner certifies as necessary.
 - ii. less than 20 weeks before the anticipated date of birth, the Employee is entitled to the payment up to a maximum of fourteen (14) weeks, while she remains on leave.
- d. Paid parental leave will commence no earlier than ten (10) weeks prior to the expected date of birth, or in the case of adoption, from the date of the child's placement with the Employee.
 - i. Where an Employee who is pregnant continues to work within the six week period immediately prior to the expected date of birth NextSense may require the Employee to provide a medical certificate stating that the Employee is fit to perform their normal duties.
- e. An Employee must provide NextSense with written notice at least ten weeks' prior to the date the Employee intends to commence taking leave, specifying the intended start and end dates of the leave, unless it is not possible to do so.
 - i. An Employee may vary the dates of the intended leave, provided the variation of dates is confirmed in writing no later than four weeks' prior to the commencement of the leave.

- ii. An employee will not be in breach of this clause if it is not practicable for the employee to give the stipulated notice.

9.3. Entitlement to Parental Leave (Secondary Carer)

- a. An Employee who is entitled to parental leave under the Act but is not the primary person responsible for the care of the child, will be entitled to six (6) weeks' of paid parental leave.
- b. Paid parental leave for the secondary carer may be taken at any time:
 - i. within the first 12 months of the birth or placement of the child; or
 - ii. earlier than the birth or placement of the child with approval from NextSense.
- c. Paid parental leave under this subclause is not required to be taken in one continuous block.
- d. The Employee must give a minimum of four weeks' written notice of the dates on which the Employee proposes to start and end the period of parental leave. The proposed dates may be varied by further written notice, subject to the provisions of sub-paragraph b. above.

9.4. Payment of Parental Leave

- a. An Employee may elect to be paid during the period of paid leave in accordance with the usual payment schedule, or as a lump sum payment in advance or at half pay.
 - i. Where the Employee elects to a lump sum payment in advance, they must provide at least one month's notice of intention.
- b. An Employee may, in lieu of or in conjunction with paid parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount not exceeding twenty-four (24) months.

9.5. Right to Request

- a. An Employee entitled to parental leave under the Act may request NextSense:
 - i. to extend unpaid parental leave to a further 12 months leave (up to twenty-four months in total) in accordance with the rules prescribed in the National Employment Standards;
 - ii. to return from a period of parental leave on a part-time basis;
 - iii. to assist the Employee in reconciling work and primary carer responsibilities.
- b. NextSense shall consider the request having regard to the Employee's circumstances and provide the Employee with a reasonable opportunity to discuss their request and the Employee's parental responsibilities. NextSense may only refuse the request on reasonable business grounds.
- c. Where an Employee wishes to make such a request, the request must be made in writing as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave, unless otherwise agreed to by NextSense.
- d. NextSense must provide a written response to the request made by an Employee under this subclause as soon as practical and no later than 21 days after the request is made.

9.6. Communication during Parental Leave

- a.** Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, NextSense shall take reasonable steps to:
 - i. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - ii. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- b.** The Employee shall take reasonable steps to inform NextSense about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- c.** The Employee shall notify NextSense of changes of address or other contact details that might affect NextSense's ability to communicate with the Employee whilst they are on leave.