

From: David Eljiz

Sent: Tuesday, 8 June 2021 3:29 PM

To: [redacted]

Subject: Revised NextSense bargaining offer/proposal re transitional annual leave entitlements for employees who currently receive 8 weeks leave under existing industrial instruments

Dear Colleagues,

I am writing as a follow-up to the ongoing bargaining discussions which have been taking place in respect of the transitional arrangements for NextSense employees who currently receive eight (8) weeks' leave under an existing enterprise agreement. I note that the current offer/proposal from NextSense is as follows:-

- For the first 12 months - retain 8 weeks Annual Leave (with a direction to take Annual Leave during the prescribed close-down period of two weeks);
- For the second year - drop to 7 weeks Annual Leave (with a direction to take Annual Leave during the prescribed close-down period of two weeks); and
- For the third year - drop to 4 weeks Annual Leave and 2 weeks of additional leave (non-cumulative and exclusive of public holidays) to be used during the prescribed annual close-down period.

Based on feedback from both the bargaining group and more broadly as well as ongoing bargaining discussions, the revised offer/proposal from NextSense is as follows:-

- For the first 12 months - retain 8 weeks Annual Leave (with a direction to take Annual Leave during the prescribed close-down period of two weeks);
- For the second year - drop to 7 weeks Annual Leave (with a direction to take Annual Leave during the prescribed close-down period of two weeks) **PLUS one-off payment equivalent to 1 week (pro-rata for part-time employees and employees who do not complete a full year of service in the second year) to compensate for reduction of leave in that year;** and
- For the third year - drop to 4 weeks Annual Leave and 2 weeks of additional leave (non-cumulative and exclusive of public holidays) to be used during the prescribed annual close-down period **PLUS one-off payment equivalent to 2 weeks (pro-rata for part-time employees and employees who do not complete a full year of service in the third year) to compensate for the reduction of leave in that year.**

The compensation payment in the second and third year of the Agreement will be paid in the final pay period of each year of the Agreement. The reference to 'full year of service' is from the commencement date of the Agreement.

We look forward to receiving any further feedback in respect of the above and will make an update to the revised offer/proposal in the bargaining tracker as well as the proposed leave clauses to reflect the above and circulate same to the bargaining group ahead of the next meeting on 17 June 2021.

Should you have any questions in respect of the above or wish to discuss further, please do not hesitate to contact me.

In the meantime, we look forward to meeting with you again at the next bargaining meeting on 17 June 2021.

Kind regards,

David Eljiz
Partner

