

# Player's Parental Leave & Return to Work Policy

1 July 2019



**AUSTRALIAN  
CRICKET**



Australian Cricket understands the demands placed on elite players in the elite cricket environment and the need to balance these demands with family commitments to support elite players in continuing their cricket careers beyond the birth/adoption of their child/ren.

CA and each of the States and W/BBL Teams, in their aspiration to be the leading sport for women and girls, are committed to supporting our players through pregnancy, adoption and parental commitments and return to elite cricket after the birth/adoption of their child/ren. This Policy is supported by the Australian Cricketers' Association.

Australian Cricket also recognises that each player has different individual needs and circumstances and that players may require varying levels of support to address those needs and circumstances. Accordingly, to ensure this, a player's match day, training and other commitments will need to be appropriately arranged through consultation between the player, their family, the player's treating practitioner, Australian Cricket Medical Representatives, other health care professionals, the Player Development Manager and the Employer.

Australian Cricket is committed to:

- being the leading sport for women and girls;
- supporting players through their pregnancy or adoption of a child;
- supporting Local Players with their parental commitments;
- supporting Local Players return to elite cricket after the birth/adoption of their child/ren;
- providing a fit for purpose policy that recognises the unique circumstances of a Local Player.

Australian Cricket is also committed to ensuring that no player is treated adversely or discriminated against for reason of their pregnancy or parental status. This Policy recognises that the *Sex Discrimination Act 1984* (Cth) and State and Territory legislation (***Discrimination Legislation***) makes it unlawful to treat an individual unfairly because of sex, gender identity, intersex status, sexual orientation, marital or relationship status (including same-sex de facto couples), family responsibilities, pregnancy or potential pregnancy, or because an individual is breastfeeding.

This Policy provides guidance across Australian Cricket about support to players during their pregnancy and return to elite cricket after the birth of their child/ren, adoption and/or care of dependent children under 4 years old, detailing the obligations of Cricket Australia, the player's Employer (if not Cricket Australia), the player and the contractual considerations for the player.

This Policy recognises the statutory entitlements and obligations under the *Fair Work Act 2009* (Cth) (the **Act**) and the Policy does not detract from those entitlements and obligations. Those statutory entitlements include players who are not the birth mother but will have responsibility for the care of the child.

This Policy is separated into three sections: Part A, Part B and Part C:

- Part A applies to Local Players - Overseas Players are therefore not covered by Part A;
- Part B applies to Overseas Players;
- Part C contains definitions and applies to all Players.

Clauses 1 to 6 (inclusive) apply to all Players.

## **1. Disclosure obligations**

- 1.1. The Employer and Cricket Australia respect and support the rights of Pregnant Players who, in consultation with medical professionals, elect to continue to participate in Cricket Activities, provided that at all times the health and wellbeing of the Pregnant Player and their unborn child is paramount. The Employer and Cricket Australia also respects and supports the player's right to privacy.
- 1.2. Clause 10.2.2 of the Player Contract applies in relation to pregnancy, obtaining medical advice, disclosure and staff confidentiality obligations. A similar provision is included in the W/BBL Overseas Player Contract.

## **2. Anti-Doping Code**

- 2.1. Any disclosure requirement within this Policy and under Contract does not limit the player's obligations under the ICC and CA Anti-Doping Codes.

## **3. Transfer to Non-Playing Job**

- 3.1. The Employer and Cricket Australia is committed to providing a safe workplace for Pregnant Players and will endeavour to offer the best opportunity for the Pregnant Player to remain involved in Cricket Activities during their pregnancy.
- 3.2. Where it is established (following the requirements set out in this Policy and under Contract) that it is no longer safe for a Pregnant Player to participate in Cricket Activities (or some parts thereof) because of illness, or risks, arising out of her pregnancy or hazards connected with the Cricket Activities or the Pregnant Player determines that they do not wish to participate in the Cricket Activities (or some parts thereof) due to their pregnancy, the Pregnant Player is entitled to be transferred to a Non-Playing Job.
- 3.3. If a Pregnant Player's treating practitioner, in consultation with the relevant Australian Cricket Medical Representatives and/or relevant Health Professional, certifies that they are fit for work but not fit to participate in Cricket Activities (or some parts thereof), the Employer and Cricket Australia will explore all options, in consultation with the Pregnant Player, in order to provide them with an alternate role that is both safe and fulfilling. Where the Pregnant Player has a CA and State Contract on foot, the Employer will be Cricket Australia. Where the Player has a CA and WBBL Contract on foot, the Employer will be Cricket Australia. Where the Player has a State and WBBL Contract on foot, the Employer will be the State Association.
- 3.4. Where a Non-Playing Job is identified and available the Employer will transfer the Pregnant Player to that role and the Player will continue to be paid in accordance with the Contract.
- 3.5. For the purpose of clarity, where the Pregnant Player is entitled to Injury Payments at the time of the First Trimester Date under the Player Contract, such Injury Payments will continue to be paid in accordance with the Contract.
- 3.6. Unless otherwise agreed by the Employer and the Pregnant Player, the Non-Playing Job will be commensurate with the days and number of hours ordinarily worked by the Pregnant Player under their Contract, or as negotiated.

**For Local Players Only:** If a Non-Playing Job cannot be identified, or the Pregnant Local Player has provided medical certification from their treating practitioner, in consultation with the relevant Australian Cricket Medical Representatives and/or relevant Health Professional, that they are unable to safely perform any

work in any capacity, the Pregnant Local Player will continue to be paid in accordance with their Player Contract but will not be required to perform any duties.

#### **4. Obligations of the Employer**

##### **4.1. The Employer will:**

- 4.1.1. adopt, implement and comply with this Policy and apply it having regard to individual circumstances of each player, but without any diminution of the benefits applicable to players;
- 4.1.2. ensure that no players' rights under applicable legislation are undermined or circumvented at any time;
- 4.1.3. ensure that each player and members of the High Performance department have been provided with a copy of, and acknowledge the application of, this Policy;
- 4.1.4. ensure that all members of the High Performance department, or any other relevant person engaged by the Employer, act ethically and make decisions based on maintaining and protecting the health and well-being of players and do not cause or induce members of the High Performance department or a player to not comply with this Policy;
- 4.1.5. ensure that any Personal Doctor or Specialist recommended by the Employer to a player, or to whom a player is referred, is aware of and understands this Policy; and
- 4.1.6. ensure that the Employer complies with this Policy and discharges their obligations under this Policy discreetly with a view to respecting the privacy of the players and player confidentiality.

#### **5. Replacement Players**

- 5.1. **Cricket Australia and State Associations:** Provisions for replacement player/s and upgrades in the event a Contracted Player is unavailable due to pregnancy/parental leave are outlined in Schedule G *State Player Contracting and Remuneration Rules* - sections 7 (State Match Contract), 8 (Upgrades to CA Player Contracts) and 9 (Upgrades to State Player Contracts).
- 5.2. **W/BBL:** Provisions for replacement player/s in the event a Contracted Player is unavailable due to pregnancy/parental leave are outlined in Schedule H *W/BBL Player Contracting and Remuneration Rules* section 6.8.
- 5.3. **Funding:** The costs associated with replacement player match contracts (and any subsequent contract upgrades) will be funded from the relevant upgrade retainer and match fees allocated within Schedule J of the PPP as outlined in MOU Article 2.8.

#### **6. Pregnancy Loss**

- 6.1. Australian Cricket recognises that pregnancy loss is a difficult time for individuals and the Employer will provide support through this period of their lives and their recovery.
- 6.2. If a pregnancy unexpectedly ends due to miscarriage or stillbirth, the Employer will provide compassionate support based on the individual's needs, including providing flexible options to support the player to transition back to playing, in consultation with the player's treating practitioner, the relevant Australian Cricket Medical Representatives and/or relevant Health Professional and the player.

## **PART A: LOCAL PLAYERS**

### **Part A applies to Local Players only.**

#### **7. Commencement of Paid Parental Leave**

- 7.1. Pregnant Local Players and Local Players who adopt a child and are the primary carer are entitled to 12 months paid parental leave in accordance with this Clause 7.
- 7.2. Where the Pregnant Local Player is pregnant with, or gives birth to, the child/ren, the Local Player's parental leave under Clause 7.1 of this Policy will be deemed to commence 6 weeks before the expected date of birth of the child (the **Expected Birth Date**) unless:
  - 7.2.1. the Pregnant Local Player and Employer so agree to an earlier commencement date; or
  - 7.2.2. the Pregnant Local Player and Employer so agree to a later commencement date, subject always to a medical clearance.
- 7.3. If the parental leave is adoption-related leave, the 12 month leave period must commence on the day of placement of the child.
- 7.4. At least 10 weeks prior to the commencement of Parental Leave, the Local Player is required to notify:
  - 7.4.1. the General Manager of the WBBL Team in the event that the Local Player holds a WBBL Player Contract;
  - 7.4.2. the General Manager – Team Performance of their State Association in the event that the Local Player holds a State Player Contract; and/or
  - 7.4.3. the EGM – National Teams of Cricket Australia, in the event that the Local Player holds a Cricket Australia Player Contract,the following:
  - 7.4.4. the Expected Birth Date or the expected day of placement of the child;
  - 7.4.5. how much leave they plan to take; and
  - 7.4.6. the anticipated start and finish dates of the Parental Leave.
- 7.5. The Local Player needs to make multiple notifications pursuant to Clause 7.4.1, 7.4.2 and 7.4.3 to the applicable Employer(s) if the Local Player has multiple Player Contracts on foot.

#### **8. Paid Parental Leave**

- 8.1. During the Parental Leave:
  - 8.1.1. the Employer will pay to the Parent Local Player the Retainer and other payments to which the Parent Local Player is entitled to under the Player Contract whilst the Player Contract (including any Contract Extension) remains in operation. For the avoidance of doubt ACRA accruals will continue and marketing amounts will be paid as per the Player Contract;
  - 8.1.2. subject to clauses 8.2, 8.3 and 8.4 of this Policy, the Parent Local Player will not be required to perform any obligations under their Player Contract.

- 8.2. The Parent Local Player, the Employer and Cricket Australia agree that clause 8.1.2 does not prevent the Parent Local Player from performing work for the Employer on a 'keeping in touch day' while the Parent Local Player is on Parental Leave, subject to the Parent Local Player receiving medical clearance by an Australian Cricket Medical Representative and/or relevant Health Professional of the Employer in consultation with the Parent Local Player's treating practitioner. If the Parent Local Player does so perform any duties, the performance of that work does not break the continuity of the Parental Leave.
- 8.3. A day on which the Parent Local Player performs work for the Employer during the period of leave is a keeping in touch day if:
- 8.3.1. the purpose of performing the work is to enable the Parent Local Player to keep in touch with their Employer in order to facilitate a return to Cricket Activities after the end of the Parental Leave;
  - 8.3.2. both the Parent Local Player and the Employer consent to the Parent Local Player performing work for the Employer on that day; and
  - 8.3.3. the day is not within:
    - 8.3.3.1. if the Parent Local Player suggested or requested that they perform work for the Employer on that day, 14 days after the date of birth, or day of placement of the child to which the Parental Leave relates; or
    - 8.3.3.2. otherwise, 42 days after the date of birth, or day of placement of the child to which the Parental Leave relates; and
  - 8.3.4. the Parent Local Player has not already performed work for the Employer or another entity on 10 days during the Parental Leave that were keeping in touch days.
- 8.4. The Parent Local Player is able to continue to access high performance facilities whilst on parental leave should they choose to do so.

## **9. Return to Non-Playing Job or to Cricket Activities**

- 9.1. The key objective of the Employer and Cricket Australia is to support the Parent Local Player and give them every opportunity to return to playing cricket at the same level they were playing before becoming pregnant.
- 9.2. Subject to receiving medical clearance by an Australian Cricket Medical Representative and/or relevant Health Professional of the Employer, in consultation with the Local Player's treating practitioner, that the Parent Local Player is fit to resume Cricket Activities or undertake an Approved Modified Duties/Return to Work Plan, nothing in this Policy prevents a Parent Local Player from returning to Cricket Activities before the end of their Parental Leave or from resuming Cricket Activities at the conclusion of the Parental Leave where a Player Contract (including any Contract Extension) is in operation.
- 9.3. A Parent Local Player may return to work (and conclude the Parental Leave) during the period of the Parental Leave by providing 4 weeks' notice to the Employer, subject to the medical clearance by an Australian Cricket Medical Representative and/or relevant Health Professional of the Employer, in consultation with the Local Player's treating practitioner, that the Parent Local Player is fit to resume Cricket Activities or undertake an Approved Modified Duties/Return to Work Plan.
- 9.4. At the conclusion of the Parental Leave, subject to the medical clearance by an Australian Cricket Medical Representative and/or relevant Health Professional of the Employer, in consultation with

the Local Player's treating practitioner, that the Parent Local Player is fit to resume Cricket Activities or undertake an Approved Modified Duties/Return to Work Plan, the Parent Local Player will return to their pre-pregnancy leave position under their Player Contract for the period remaining on their Player Contract (including any Contract Extension), unless Clause 10.7 of this Policy applies.

- 9.5. Selection to a team will depend on normal fitness and performance criteria.
- 9.6. After the birth the Parent Local Player may at any time during the Parental Leave period elect to return to work in the capacity of the Non-Playing Job performed prior to the birth. The Parent Local Player may choose to remain in the Non-Playing Job for the remainder of their Player Contract or Contract Extension. Where a Parent Local Player chooses to remain in the Non-Playing Job for the remainder of the Player Contract or Contract Extension, the Parent Local Player will be offered a new contract with the Employer for that Non-Playing Job and the parties will agree to terminate the Player Contract (or Contract Extension as the case may be).

## **10. Contract Extension**

- 10.1. To support Parent Local Players in returning to cricket following the conclusion of the Parental Leave, the Employer will offer a Contract Extension to the Parent Local Player subject to and in accordance with this clause.
- 10.2. A Local Player will not be entitled to a further Contract Extension whilst a Contract Extension is on foot. However, subject to the State Contracting and Remuneration Rules and W/BBL Contracting and Remuneration Rules, Cricket Australia, the Employer, any State Association or WBBL Team will not be prevented from contracting any Parent Local Player party to a Contract Extension (ie a Parent Local Player can still enter into a new Player Contract if offered).
- 10.3. **After the Parental Leave period:** Any entitlement to Retainer or other payments under a Contract Extension shall continue for so long as the Parent Local Player uses their best endeavours to be available for selection as soon as possible following the Parental Leave, including endeavouring to follow any Approved Modified Duties/Return to Work Plan and/or rehabilitation program as prescribed by the Local Player's approved medical advisors and/or the Australian Cricket Medical Representatives and/or relevant Health Professionals of the Employer. Cricket Australia or the Employer (as the case may be), must consult with the Parent Local Player and the relevant Australian Cricket Medical Representatives and/or relevant Health Professionals of the Employer prior to any suspension of payments. In the case of any dispute between the Parent Local Player, Cricket Australia or the Employer under this clause the parties shall submit to the process under Article 11 of the MOU (Grievances).

Nothing in clause 10 prevents a Parent Local Player from requesting a further period of unpaid parental leave up to a total of 24 months in accordance with the Act.

- 10.4. **Extension commencement, term and Retainer:** A Contract Extension will:
  - 10.4.1. be the same Player Contract type (CA Player Contract or State Player Contract or W/BBL Player Contract) as the Local Player's current Player Contract (noting State Player Contracts are suspended during the term of a CA Player Contract);
  - 10.4.2. include the same Retainer as the current Retainer amount in the Local Player's current Player Contract (or increased Retainer as required by the MOU); and
  - 10.4.3. have a 1 year term with commencement date determined as follows:

<b>Player Contract (in place on the First Trimester Date)</b>	<b>First Trimester Date</b>	<b>Contract commencement date</b>	<b>Extension</b>
CA Player Contract	1 July to CA Contracting Announcement Date (inclusive)	Commences on upcoming 1 July (for term 1 July – 30 June)	
	Day after CA Contracting Announcement Date to 30 June (inclusive)	Commences 1 July after the next Contract Year (for term 1 July – 30 June)	
State Player Contract	1 July to State Player Contracting End Date (inclusive)	Commences on upcoming 1 July (for term 1 July – 30 June)	
	Day after Contracting End Date to 30 June (inclusive)	Commences 1 July after the next Contract Year (for term 1 July – 30 June)	
WBBL Player Contracts	Local Player does not have a Contract confirmed beyond June 30	Commences on upcoming 1 July (for term 1 July – 30 June)	
	Local Player has a Contract confirmed for the following July 1 – 30 June	Commences 1 July after the next Contract Year (for term 1 July – 30 June)	

10.4.4. Where a Parent Local Player has more than one Player Contract in operation (i.e. State Player Contract and W/BBL Player Contract) the contract extension will be applied to each contract separately as per 10.4.3 above.

10.4.5. For the avoidance of doubt, Marketing Contract provisions of the MOU will apply.

10.5. **Multi-Year Contracted Players:** If a Local Player is already party to a multi-year CA Player Contract or State Player Contract or W/BBL Player Contract which has a term expiring on (or after) the expiry date of a Contract Extension (as determined in clause 10 of this Policy), no Contract Extension will be offered (or required), as the Local Player’s current Player Contract will remain in place.

10.6. **Local Players with multiple Player Contracts in operation:** For the period of parental leave and the period of the Contract Extension Local Players will receive the Retainer and other payments applicable to each Player Contract.

10.7. A Local Player will not be entitled to a Contract Extension if they receive notice in writing from their Employer that they will not be receiving a Player Contract for the upcoming Contract Year, and such notice is received by the Local Player before the Local Player notifies their Employer (which may include the Australian Cricket Medical Representatives and/or relevant Health Professional of the Employer) of their pregnancy and the Expected Birth Date or the expected day of placement of the child.

## 11. Local Player whose partner gives birth/adopts

A Local Player whose partner gives birth/adopts is entitled to 3 weeks paid leave, to be taken within 12 months of the birth/adoption.

11.1. At least 10 weeks prior to the expected birth date, or placement of the child in the case of adoption, the Partner Local Player whose partner gives birth or adopts is required to notify:

11.1.1. the General Manager of the WBBL Team in the event that the Partner Local Player holds a WBBL Player Contract;



11.1.2. the General Manager – Team Performance of their State Association in the event that the Partner Local Player holds a State Player Contract; and/or

11.1.3. the EGM – National Teams of Cricket Australia, in the event that the Partner Local Player holds a Cricket Australia Player Contract,

the following:

11.1.4. the expected Birth Date or the expected day of placement of the child;

11.1.5. how much leave they plan to take; and

11.1.6. the anticipated start and finish dates of the leave.

11.2. The Partner Local Player needs to make multiple notifications pursuant to Clause 11.2.1, 11.2.2 and 11.2.3 to the applicable Employer(s) if the Partner Local Player has multiple Player Contracts on foot.

## **12. Foster Parent Leave**

12.1. A Local Player who becomes a Foster Parent is entitled to 3 weeks paid leave, to be taken at the time of the placement of the child/ren. This leave can be taken once in a 12-month period.

12.2. As soon as reasonably practicable before the placement of the child/ren, the Local Player is required to notify:

12.2.1. the General Manager of the WBBL Team in the event that the Local Player holds a WBBL Player Contract;

12.2.2. the General Manager – Team Performance of their State Association in the event that the Local Player holds a State Player Contract; and/or

12.2.3. the EGM – National Teams of Cricket Australia, in the event that the Local Player holds a Cricket Australia Player Contract,

the following:

12.2.4. the expected date of placement of the child;

12.2.5. how much leave they plan to take; and

12.2.6. the anticipated start and finish dates of the leave.

12.3. The Local Player needs to make multiple notifications pursuant to Clause 12.2.1, 12.2.2 and 12.2.3 to the applicable Employer(s) if the Local Player has multiple Player Contracts on foot.

## **13. Support Person and Travel Arrangements**

13.1. The Employer and Cricket Australia aim to support Parent Local Players with their caring responsibilities for Dependent Children whilst they continue to participate as a professional player. The Employer and Cricket Australia recognise that each individual Parent Local Player's needs may vary and will consider variations to the below on a case by case basis.

13.2. The Employer and Cricket Australia will provide the following benefits to a Parent Local Player who is a primary care giver of a Dependent Child including the adoption of a child under 48 months:

- 13.2.1. one Support Person will be permitted to travel with the Parent Local Player and Dependent Child when they are required to travel domestically or internationally for competition or training camps;
  - 13.2.2. all flight and accommodation costs required for a Support Person and the Dependant Child to travel with the Parent Local Player when the Parent Local Player is required to travel domestically or internationally for competition or training camps;
  - 13.2.3. **reasonable accommodation:** accommodation arrangements will be determined on a case by case basis taking into account the individual circumstances of the Parent Local Player and the Dependant Child. Team Management in consultation with the Parent Local Player will determine the appropriate arrangements, taking into consideration the Parent Local Player's wishes, the needs of the Dependent Child, the need to provide adequate rest and sleep for the Parent Local Player and avoid disruption for other players;
  - 13.2.4. the Employer and Cricket Australia recognise that playing commitments can result in Parent Local Players being away from their home base for an extended period of time. Therefore, if a Parent Local Player is required to travel internationally for more than 2 months consecutively, one return flight from the international playing location to the Dependent Child's home State in Australia for the Support Person and the Dependant Child during the tour timeframe;
  - 13.2.5. the Support Person and Dependent Child may travel on the same flight as the Parent Local Player and subject to airline and Team Management requirements, be seated with the Parent Local Player;
  - 13.2.6. suitable road transportation arrangements will be made, in consultation with the Parent Local Player and Team Management, in line with local legislation;
  - 13.2.7. the Employer and Cricket Australia will endeavour to provide an inclusive environment for all Support Persons and Dependent Children. Whilst attendance of Support Persons and Dependent Children at team functions and activities during domestic and international tours is at the discretion of Team Management, family participation will be a primary consideration when making decisions regarding attendance at activities and functions;
  - 13.2.8. the Employer and Cricket Australia will endeavour to provide appropriate facilities for breastfeeding, expressing of milk and private time with Dependent Children at all venues played at both domestically and internationally; and
  - 13.2.9. the Support Person may attend training sessions to care for a Dependent Child whilst the Parent Local Player is training, provided that the high-performance requirements are not compromised, team specific areas are respected, and the relevant health and safety considerations are addressed.
- 13.3. The Employer is responsible for organising, booking and confirming the travel and accommodation provisions detailed in this policy.
  - 13.4. The costs associated with Support Person and Travel Arrangements will be funded from the relevant partner/families allocation within Schedule J of the PPP as outlined in MOU Article 2.8.
  - 13.5. To be eligible for the provisions detailed in Clause 13, the dependent child must be aged 12 months or less as of the effective date of this Policy.
  - 13.6. Cricket Australia reserves the right, in its reasonable discretion, to declare a location unsafe for Support Persons and Dependent Children. Alternative arrangements will be discussed with the Parent Local Player and their Support Persons and where possible, alternative arrangements will be made.

## **PART B: OVERSEAS PLAYERS**

### **Part B applies to Overseas Players only.**

#### **14. Unpaid Parental Leave**

- 14.1. An Overseas Player who has performed at least 12 months continuous service with Australian Cricket is entitled to 12 months unpaid parental leave in accordance with the Act.
- 14.2. The unpaid parental leave is available to Overseas Players who will have responsibility for the care of a child associated with either the birth of a child to the Overseas Player or the placement of a child for adoption.
- 14.3. Nothing in Clauses 14.1 or 14.2 prevents an Overseas Player from requesting a further period of unpaid parental leave up to a total of 24 months in accordance with the Act.
- 14.4. In accordance with the requirements detailed in Clause 3.2, where it is established (following the requirements set out in this Policy and the Contract) that it is no longer safe for a Pregnant Overseas Player to participate in Cricket Activities (or some parts thereof) because of illness, or risks, arising out of her pregnancy or hazards connected with the Cricket Activities or the Pregnant Overseas Player determines that they do not wish to participate in the Cricket Activities (or some parts thereof) due to their pregnancy, the Pregnant Overseas Player is entitled to be transferred to a Non-Playing Job.
- 14.5. The Non-Playing Job will be offered for the duration of the competition period.
- 14.6. The Pregnant Overseas Player will continue to be paid in accordance with their Player Contract whilst performing the Non-Playing Job. The payment will be pro-rated should the pregnant Overseas Player not be able to perform the Non-Playing Job for the duration of the competition period.
- 14.7. Where the Pregnant Overseas Player does not accept the transfer to an appropriate Non-Playing Job identified in accordance with clause 14.4, the Overseas Player will, subject to any entitlement to Injury Payments, be placed on unpaid leave until such time as the commencement of the Overseas Player's unpaid parental leave in accordance with the Act.

#### **15. Return to Non-Playing Job or to Cricket Activities**

- 15.1. The key objective of the Employer and Cricket Australia is to support the Parent Overseas Player and give them every opportunity to return to playing cricket at the same level they were playing before becoming pregnant.
- 15.2. Subject to receiving medical clearance by an Australian Cricket Medical Representative and/or relevant Health Professional of the Employer, in consultation with the Overseas Player's treating practitioner, that the Parent Overseas Player is fit to resume Cricket Activities or undertake an Approved Modified Duties/Return to Work Plan, nothing in this Policy prevents a Parent Overseas Player from returning to Cricket Activities before the end of their Unpaid Parental Leave or from resuming Cricket Activities at the conclusion of the Unpaid Parental Leave where a Player Contract is in operation.
- 15.3. A Parent Overseas Player may return to work (and conclude the Unpaid Parental Leave) during the period of the Unpaid Parental Leave by providing 4 weeks' notice to the Employer, subject to the medical clearance by an Australian Cricket Medical Representative and/or relevant Health Professional of the Employer, in consultation with the Overseas Player's treating practitioner, that

the Parent Overseas Player is fit to resume Cricket Activities or undertake an Approved Modified Duties/Return to Work Plan.

- 15.4. At the conclusion of the Unpaid Parental Leave, subject to the medical clearance by an Australian Cricket Medical Representative and/or relevant Health Professional of the Employer, in consultation with the Overseas Player's treating practitioner, that the Parent Overseas Player is fit to resume Cricket Activities or undertake an Approved Modified Duties/Return to Work Plan, the Parent Overseas Player will return to their pre-pregnancy leave position under their Player Contract for the period remaining on their Player Contract.
- 15.5. Selection to a team will depend on normal fitness and performance criteria.

## **PART C: DEFINITIONS**

### **Part C applies to all Players.**

For the purpose of this Policy:

**Contract** means the Player Contract General Conditions or the W/BBL Overseas Player Contract as the case may be.

**Contract Extension** means an extension of the Player's CA or State Player or W/BBL Contract for one Contract Year in accordance with clause 10.

**Cricket Activities** means training and playing cricket, any other associated sessions and/or travel directed by the Employer.

**Dependent Child** means a child of a Player up to the age of 48 months. In exceptional circumstances the age of a Dependent Child may be varied in consultation with the Employer and Cricket Australia.

**Employer** means the Player's employer as defined in a Player's Contract(s).

**First Trimester Date** means the date which is 6 months prior to the Expected Birth Date.

**Local Player** means a player who is not classified as an Overseas Player and holds a Player Contract.

**Non-Playing Job** means a job identified in consultation with a Pregnant Player, the Employer, an Australian Cricket Medical Representative, and, if the Pregnant Player requests, their treating practitioner, which the Pregnant Player can safely perform whilst pregnant and upon her return to work after the birth of the child.

**Overseas Player** means a player classified as an Overseas Player in accordance with the State Player Contracting and Remuneration Rules or the W/BBL Player Contracting and Remuneration Rules.

**Partner Local Player** means a player who is not classified as an Overseas Player and holds a Player Contract and whose partner has given birth or adopted a child/ren.

**Parental Leave** has the definition set out in clause 7 of this Policy.

**Parent Local Player** refers to the Player who holds a Player Contract and, taking into consideration all relevant factors, is the primary carer of the Dependent Child/ren.

**Parent Overseas Player** refers to the Player who holds a W/BBL Overseas Player Contract and, taking into consideration all relevant factors, is the primary carer of the Dependent Child/ren.

**Player** – both Local Player and Overseas Player.

**Player Contract** – means the Player Contract General Conditions.

**Pregnant Local Player** refers to a Player who holds a Player Contract and is carrying a developing embryo or foetus within their body.

**Pregnant Overseas Player** refers to a Player who holds a W/BBL Overseas Player Contract and is carrying a developing embryo or foetus within their body.

**Service with Australian Cricket** means service with WBBL and/or State Associations and does not include service with Premier or Community Club cricket in Australia.

**State Associations** includes Cricket New South Wales, Cricket Victoria, South Australian Cricket Association, Queensland Cricket, Western Australia Cricket Association and Cricket Tasmania.

**Support Person** is the partner, husband, wife, parent, nanny or other relative or carer who will have the responsibility of caring for the Dependent Child whilst the Parent Player fulfils their contractual obligations whilst traveling domestically or internationally. A support person cannot be another Australian Contracted Player or State Contracted Player.

All other defined terms carry the same meaning as set out in the Player Contract.