

2025 - 2029 Jacana Energy Enterprise Agreement

2025 - 2029 Jacana Energy Enterprise Agreement

Table of Contents

PART 1 – APPLICATION AND OPERATION OF AGREEMENT	5
1. Title.....	5
2. National Employment Standards (NES).....	5
3. Definitions	5
4. Parties Covered by this Agreement.....	8
5. Relationship to PSEM Act	8
6. Objectives of Agreement.....	9
7. Productivity and Efficiency	9
8. Period of Operation.....	10
9. No Extra Claims.....	10
PART 2 – PROCEDURAL MATTERS	10
10. Dispute Settling Procedures	10
11. Joint Consultative Committee (JCC)	12
12. Management of Change	13
13. Code of Conduct	14
14. Workplace Health and Safety	14
15. Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace	15
16. Workloads	15
17. Work Organisation	16
18. Union and Workplace Delegates’ Rights	17
19. Employment Security	19
20. Redeployment and Redundancy	19
PART 3 – GENERAL EMPLOYMENT CONDITIONS	20
21. Individual Flexibility Arrangements.....	20
22. Variation to Working Arrangements for Groups of Employees	22
23. Flexible Work – General Principles and Requirements	22
24. Recognition of Prior Employment	24
25. Types of Employment.....	24
26. Probation.....	27
27. Termination, Resignation or Abandonment of Employment.....	27
28. Right to Disconnect	28

29.	Training and Development	29
30.	Diversity and Disability in the Workplace	30
31.	Support and Wellbeing – Employee Assistance Program	30
32.	Workplace Support for Breastfeeding Employees.....	31
PART 4 – RATES OF PAY AND RELATED MATTERS.....		31
33.	Rates of Pay and Pay Progression	31
34.	Salaries and Allowances.....	31
35.	Competency Based Increments for Contact Centre Employees.....	32
36.	Payment of Salaries and Allowances	32
37.	Performance Development.....	33
38.	Performance Planning, Review and Improvement	35
39.	Superannuation	36
40.	Salary Sacrifice	36
PART 5 – ALLOWANCES AND SPECIAL RATES		38
41.	Higher Duties Allowance.....	38
42.	Relocation Allowance.....	38
43.	Relocation Expenses – Employment or Transfer	39
44.	Travelling Allowance	40
45.	Allowance for Damaged Clothes.....	40
46.	Motor Vehicle Allowance.....	41
47.	First Aid Allowance	41
48.	Northern Territory Allowance.....	41
49.	Customer Experience Development Allowance	41
50.	Community Language Allowance.....	42
PART 6 – HOURS OF WORK, MEAL BREAKS AND OVERTIME.....		43
51.	Hours of Work.....	43
52.	Flexible Working Hours (Flextime).....	45
53.	Work at Public Forums.....	46
54.	Overtime	46
55.	Meal Breaks and Overtime Meal Allowances	49
56.	Restrictive Duty – On Call/Overtime Provisions	50
PART 7– TYPES OF LEAVE AND PUBLIC HOLIDAYS		51
57.	Public Holidays.....	51
58.	Christmas Closedown.....	52

59.	Compassionate Leave.....	53
60.	Long Service Leave	54
61.	Parental Leave	62
62.	Recreation Leave	81
63.	Recreation Leave at Half Pay.....	84
64.	Recreation Leave Loading.....	84
65.	Recreation Leave Airfares.....	85
66.	Flexible Lifestyle (Purchased) Leave	85
67.	Personal Leave.....	87
68.	Infectious Disease Leave	92
69.	War Service Leave	93
70.	Leave to Attend Arbitration Business.....	94
71.	Release to Attend as a Witness	94
72.	Release for Jury Service	95
73.	Study Assistance and Leave.....	96
74.	Domestic, Family and Sexual Violence Leave.....	98
75.	Cultural Leave.....	98
76.	Kinship Obligation Leave	99
77.	Foster and Kinship Carer leave.....	100
78.	Health Screening Leave	101
79.	Defence Service Leave.....	101
80.	Special Leave Without Pay	102
81.	Blood and Plasma Donor Leave.....	102
82.	Leave to Engage in Voluntary Emergency Management Activities.....	102
83.	Gender Transition Leave	103
84.	Organ Donor Leave.....	104
	Schedule 1 Salary Structures.....	105
	Schedule 2 Allowances	106
	Schedule 3 Classification Stream Descriptors and Stream Specific Progression Principles	107
	Schedule 4 Northern Territory Public Sector Redeployment and Redundancy	
	Entitlements	109

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement will be known as the 2025 - 2029 Jacana Energy Enterprise Agreement.

2. National Employment Standards (NES)

The provisions of this Agreement are to be read in conjunction with the National Employment Standards to the extent that if this Agreement provides a lesser entitlement than the National Employment Standards, the National Employment Standards will apply.

3. Definitions

For the purpose of this Agreement:

- (a) **additional hours** means work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.
- (b) **Agreement** means the 2025 - 2029 Jacana Energy Enterprise Agreement.
- (c) **CEO** means the Chief Executive Officer of Jacana Energy or their delegated officer where applicable.
- (d) **child** means a child of the person, including a child by birth, an adopted child or step-child. It does not matter whether the child is an adult.
- (e) **consultation** is the timely exchange of relevant information and ideas in such a manner that the parties have the actual and genuine opportunity to influence the outcome.
- (f) **continuous service** in relation to a period of service by an employee, means a period of service with the employer during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.
- (g) **count as salary for all purposes** means the allowance is deemed to form part of an employee's base salary when calculating paid leave (including long service leave), payments in lieu of paid leave, recreation leave loading, overtime, redundancy payments, superannuation and workers' compensation subject to any relevant governing legislation. Unless specifically stated within the relevant clause, an allowance, loadings, overtime, penalty rates or bonuses do not count as salary for any purpose.
- (h) **Commissioner** means the Commissioner for Public Employment in the Northern Territory.
- (i) **day** means from midnight to midnight.
- (j) **de facto partner** means:
 - (i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis

- (whether the employee and the person are of the same sex or different sexes); and
- (ii) includes a former de facto partner of the employee.
 - (k) **determination** means a determination made by the employer under the PSEM Act.
 - (l) **employee** means a person employed by Jacana Energy under the PSEM Act who is covered by this Agreement.
 - (m) **Employer** means the Commissioner for Public Employment.
 - (n) **excess travelling time** means the difference between the usual time taken to travel to and from an employee's normal place of work, and the time taken to travel to and from a temporary place of work, where such travel is undertaken outside of ordinary time.
 - (o) **extended family means:**
 - (i) a spouse of the employee's child (e.g. daughter-in-law);
 - (ii) a spouse of the employee's sibling (e.g. sister-in-law); or
 - (iii) an aunt, uncle, niece, nephew or first cousin of the employee.
 - (p) **Fair Work Commission** means the body established under the *Fair Work Act 2009* (Cth) to administer that Act.
 - (q) **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
 - (r) **immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner, of the employee.
 - (s) **medical certificate** means a certificate signed by a registered health practitioner, unless stated otherwise in the relevant clause.
 - (t) **month** means a calendar month.
 - (u) **mutual agreement** means an agreement which has been arrived at between directly affected employees and Jacana Energy, without duress being applied to either party.
 - (v) **National Employment Standards** means the minimum employment standards applying under Chapter 2 of Part 2-2 of the *Fair Work Act 2009* (Cth).
 - (w) **NTPS** means the Northern Territory Public Sector.
 - (x) **ordinary time** means the ordinary hours prescribed in clause 51 (Hours of Work) and days that an employee is usually required to work.

- (y) **overtime** means additional hours, other than ordinary time, actually worked that would attract an overtime payment as applicable in clause 54.
- (z) **Performance Development Plan** is a plan established under the Jacana Energy Performance and Development Plan Framework.
- (aa) **personal leave year** means 12 months service from the anniversary of commencement or 12 months service since receiving the last personal leave entitlement.
- (bb) **PSEM Act** means the *Northern Territory Public Sector Employment and Management Act 1993* as amended from time to time, and includes the Regulations, By-laws, Employment Instructions and Determinations as varied from time to time, made under that Act.
- (cc) **PSEM By-law** means a By-law made under section 60 of the PSEM Act, as amended from time to time.
- (dd) **public holiday** means a day that is declared to be a public holiday under the *Public Holidays Act 1981* (NT).
- (ee) **reasonable business grounds** includes, but are not limited to:
 - (i) excessive costs of accommodating the request;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the request;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - (iv) that there is likely to be a significant loss in efficiency or productivity;
 - (v) that there is likely to be a significant negative impact on customer service.
- (ff) **registered health practitioner** means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a state or territory that provides for the registration or licensing of health practitioners (or health practitioners of that type).
- (gg) **salary** means an employee's base salary plus any higher duties allowance.
- (hh) **shiftworker** for the purpose of the NES and this Agreement, means an employee who is required to work over a roster cycle that includes any of the 7 days of the week, who is regularly rostered to work Sundays and public holidays.
- (ii) **spouse** includes a former spouse.
- (jj) **stillborn child** means a child as defined by s77A(2) of the FW Act.
- (kk) **suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard

to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.

- (ll) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.
- (mm) **union** means a trade union as defined in the FW Act and which is covered by this Agreement.
- (nn) **year** means a calendar year.

4. **Parties Covered by this Agreement**

This Agreement covers:

- (a) the Commissioner;
- (b) the Community and Public Sector Union; and
- (c) employees employed by the employer within a classification set out in Schedule 1.

5. **Relationship to PSEM Act**

- 5.1 The parties acknowledge the long established and continuing role of the PSEM Act as an instrument regulating NTPS conditions of employment.
- 5.2 This Agreement will be read and interpreted in conjunction with the PSEM Act to the extent that it applies, and will prevail over the PSEM Act to the extent of any inconsistency. For the avoidance of doubt, the PSEM Act is not incorporated into the Agreement.
- 5.3 The PSEM By-laws do not apply to employees covered by this Agreement, however:
 - (a) By-law 26 (Northern Territory Allowance) subject to clause 48;
 - (b) By-law 33 (Recreation Leave Airfares); and
 - (c) By-laws 45 to 54 (Compulsory Transferees)as varied from time to time, are to be applied as if terms, conditions and entitlements otherwise provided under this Agreement.
- 5.4 The Commissioner undertakes that for the term of this Agreement, general employment conditions specified in the PSEM By-laws and Determinations will not be unilaterally varied without consultation and agreement with the affected parties prior to the formalisation of an amendment.
- 5.5 This clause will not operate, in any way, to diminish the Commissioner's statutory powers under the PSEM Act.

6. Objectives of Agreement

- 6.1 The employer commits there will be no reduction in current or future employee rights and entitlements as provided in By-laws and Determinations, including provision of allowances and leave arrangements.
- 6.2 The parties acknowledge:
- (a) that a cooperative approach is necessary to effectively implement this Agreement;
 - (b) that continuous improvement strategies are necessary to ensure the efficiency and productivity of Jacana Energy as a Government Owned Corporation operating in a highly regulated, competitive market environment, whilst at the same time improving and maintaining ongoing employment opportunities, and specifically employment security. Examples of such strategies are contemporary people and culture practices, flexibility in working arrangements and work methods, professional and individual capability development, and new business opportunities; and
 - (c) the need to jointly examine and consider all options when pursuing improvement strategies to ensure the achievement of the most cost-effective and productive outcomes.
- 6.3 The parties will continue to strive towards productivity improvements during the life of this Agreement, including:
- (a) continued focus on the wellbeing of employees;
 - (b) commitment to and achievement of organisational strategic objectives and key performance indicators;
 - (c) improved quality of customer service to develop a superior customer experience;
 - (d) more responsive solutions to market demands;
 - (e) more cost-effective management and work practices;
 - (f) better use of employees' skills;
 - (g) improved access to and use of new technologies; and
 - (h) improved accountability, governance and administrative arrangements.

7. Productivity and Efficiency

- 7.1 The parties to this Agreement recognise the skills, energy and cooperation of employees in increasing productivity and efficiency across Jacana Energy and that these improvements are integral to enhanced customer service delivery and the career satisfaction and development of employees. Increasing productivity and efficiency is an ongoing and evolutionary process which takes place within the context of changing government priorities in policy and service delivery, new client demands, the introduction of new technology, more efficient and effective management and work practices, and ongoing skills development of the workforce.

- 7.2 The past, present and future contribution of employees in increasing productivity and efficiency is recognised through improved terms and conditions of employment which arise from the introduction of this Agreement.
- 7.3 The parties acknowledge that this Agreement recognises productivity and efficiency improvements occurring during the life of this Agreement.
- 7.4 Without limiting the scope of this clause, productivity and efficiency will be enhanced with employee commitment to implement the policies and initiatives of the government of the day.

8. **Period of Operation**

- 8.1 This Agreement will commence 7 days after it is approved by the FWC ('the commencement date') and will have a nominal expiry date of 10 August 2029.
- 8.2 The parties agree to commence negotiations for a replacement enterprise agreement at least 4 months prior to the expiry of this Agreement, or earlier or later by agreement between the parties to this Agreement.

9. **No Extra Claims**

- 9.1 This Agreement constitutes a final settlement of the parties' claims.
- 9.2 The parties agree that they will not for the period from commencement of this Agreement until its expiry, make claims for the making of a further Agreement, whether in relation to matters dealt with in this Agreement or otherwise.

PART 2 – PROCEDURAL MATTERS

10. **Dispute Settling Procedures**

- 10.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 10.2 This clause sets out the procedures to be followed for avoiding and resolving disputes in relation to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards.
- 10.3 In the event of a dispute about a By-law issued under the PSEM Act, clauses 10.6 (internal resolution) and 10.7 (FWC conciliation) will apply.
- 10.4 An employee who has a grievance about their treatment in employment can, as an alternative, choose to have the decision reviewed in accordance with section 59 of the PSEM Act.
- 10.5 General
- (a) A party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute. Representatives will be recognised and dealt with in good faith.

- (b) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised the CEO of this concern and has not unreasonably failed to comply with a direction by the CEO to perform other available work that is safe and appropriate for the employee to perform.
- (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
- (e) Any decision or direction the FWC makes in relation to the dispute shall be in writing.
- (f) Subject to the right of appeal under clause 10.8(d), any direction or decision of the FWC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties.
- (g) A dispute formally commenced under the 2021-2025 Jacana Energy Enterprise Agreement, but not resolved before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settling procedures in this Agreement. Any steps already taken in that process will be recognised and accepted by the parties and the FWC as steps taken for the purposes of this clause.

10.6 Internal Resolution

- (a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees, and/or union and relevant managers and/or agency CEO.
- (b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commissioner for resolution. The referral should be in writing. The Commissioner will work with the parties to the dispute and attempt to resolve the matter as soon as reasonably practicable.

10.7 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 10.6, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 10.5 and 10.6 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC shall be regarded as completed when:
 - (i) the parties have reached agreement on the settlement of the dispute;
 - or

- (ii) the member of the FWC conducting the conciliation has either of the member's own motion or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

10.8 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.
- (c) Subject to clause 10.8(d), the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.
- (e) For the avoidance of doubt, this clause does not apply in relation to disputes about matters referred to in clause 10.3.

11. **Joint Consultative Committee (JCC)**

- 11.1 The JCC is a forum to discuss general employment related matters relevant to Jacana Energy.
- 11.2 The JCC will meet biannually however, either party may request to meet outside of the biannual time frame.
- 11.3 Jacana Energy recognises the importance of a JCC forum to discuss any changes being considered.
- 11.4 The scope and terms of reference of the JCC will be developed and include:
 - (a) membership composition and appointment process;
 - (b) schedule of meetings and quorum;
 - (c) meeting agendas (including identification of standing agenda items) and minute taking; and
 - (d) establishment and operation of working parties or projects falling within the scope of the JCC.
- 11.5 The parties acknowledge that the JCC makes recommendations but is not a decision making body.
- 11.6 Jacana Energy and the JCC will monitor implementation of this Agreement and cooperate in resolving any matters which might arise in giving effect to any part of this Agreement.

12. Management of Change

12.1 For the purpose of this clause:

relevant employees means employees who may be affected by the change referred to in clause 12.2.

12.2 This clause applies if the CEO:

- (a) has developed a proposal for major change to production, program, organisation, structure or technology in relation to their agency that is likely to have a significant effect on employees;
- (b) proposes to introduce a change to the regular roster pattern or ordinary hours of work of employees.

12.3 The CEO must notify and consult with relevant employees and their unions about the proposed major change or the proposed change to the regular roster or ordinary hours of work.

12.4 The relevant employee or employees may appoint a representative for the purposes of the procedures in this clause.

12.5 the CEO must recognise the representative and deal with them in good faith if:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation;
- (b) an employee or employees advise the CEO of the identity of the representative.

12.6 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees;
- (b) major change to the composition, operation or size of the CEO's workforce or to the skills required of employees;
- (c) the loss or reduction in job opportunities (including opportunities for promotion or tenure);
- (d) the alteration to a regular roster pattern or roster arrangement, ordinary hours and/or hours of work;
- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

12.7 Consultation

As soon as practicable after proposing to introduce the change, the CEO must:

- (a) discuss with the relevant employees and their representatives (if any):
 - (i) the introduction of the change;

- (ii) the effect the change is likely to have on employees;
 - (iii) measures to avoid or reduce adverse effects of the change on employees.
- (b) provide in writing to the relevant employees and their representatives (if any):
 - (i) as far as practicable, all relevant information about the proposed change including the nature of the change proposed;
 - (ii) the reason or justification for the change;
 - (iii) information about the expected effects of the change on employees; and
 - (iv) any other matters that the CEO reasonably believes are likely to affect employees.
- (c) invite and provide an opportunity for employees and their representatives, to put forward their views, comments and suggestions on all matters regarding the impact of the proposed change, including any impact in relation to the employee's family or caring responsibilities;
- (d) provide the opportunity, where relevant, to meet with employee representatives;
- (e) give prompt and genuine consideration to the views, comments and suggestions raised by employees and their representatives; and
- (f) advise employees and their representatives of the final decisions, explaining how the views expressed by the employees and their representatives were taken into account.

12.8 The CEO is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).

12.9 Following consultation under clause 12.7 after making a final decision a CEO must consult on implementation.

13. **Code of Conduct**

Employees are required to undertake their duties, having regard to both the Employment Instruction 12 – Code of Conduct and Jacana Energy Code of Conduct, which may be amended from time to time. Jacana will provide a copy of the Code of Conduct to each new employee as part of an employee's induction.

14. **Workplace Health and Safety**

14.1 This clause sets out the parties' commitments to the following fundamental principles and acknowledges their importance in:

- (a) ensuring a safe and satisfying work environment for employees;
- (b) enabling the employer and CEO to meet its statutory obligations and strategic corporate objectives; and

- (c) supporting sector wide guidelines to ensure work health and safety of employees, including remote employees and where travelling for work is required.
- 14.2 The parties are committed to achieving and maintaining a safe and healthy work environment. Both the employer and its employees will take all reasonably practicable measures to prevent injuries in the workplace, and to promote the health, safety and welfare of employees and others, including:
- (a) A work health and safety committee is established including a Health and Safety Representative (HSR) as necessary to comply with the relevant work health and safety legislation.
 - (b) Provision of appropriate safety training and resources for members of safety committees.
 - (c) Monitoring of employees' working hours and utilisation of options to ensure that hours do not reach a level that compromises health and safety including:
 - (i) redesign of work processes;
 - (ii) review of organisational structures;
 - (iii) training and development; and
 - (iv) employee resources within immediate and related work areas.
- 14.3 Employees shall be granted reasonable unscheduled short rest breaks (other than meal breaks) during work hours to refresh and to ensure safe systems of work.
15. **Preventing Inappropriate Workplace Behaviour and Bullying in the Workplace**
- The parties are committed to achieving and, maintaining a safe and healthy work environment, free from inappropriate workplace behaviour and bullying and will take all reasonably practicable steps to:
- (a) foster a culture of respect in the workplace; and
 - (b) ensure employees are treated appropriately and not subject to bullying.
16. **Workloads**
- 16.1 The parties support the principle that employees should be able to achieve an appropriate balance between their work and personal lives.
- 16.2 An appropriate balance between an employee's work and personal life:
- (a) contributes toward healthy and productive workplaces;
 - (b) helps build a positive morale in the workplace; and
 - (c) assists in strengthening an individual's social and family relationships.
- 16.3 Agency management, employees and employee representatives play a positive role in ensuring employee workloads are reasonable.

- 16.4 The parties recognise there may be unavoidable peak work periods where employees' workloads increase; however, this should be the exception rather than the norm.
- 16.5 Employees are to be properly compensated for additional hours worked, either through overtime payments, time off in lieu of overtime arrangements, or other flexible working arrangements.
- 16.6 Managers and employees should therefore ensure that employees' workloads are reasonable.
- 16.7 Subject to clause 16.4, management will:
- (a) ensure employees have sufficient and appropriate resources to undertake their jobs;
 - (b) ensure the tasks allocated to employees can reasonably be performed in the hours for which they are employed, including reasonable additional hours;
 - (c) monitor employee workloads, work patterns, priorities, staffing levels/classifications, use of work life balance arrangements, and any other relevant indicators within the workplace;
 - (d) implement strategies to ensure workloads remain reasonable;
 - (e) monitor vacant positions and fill vacancies in a timely manner; and
 - (f) consult with employees and their nominated representatives over workload issues.
- 16.8 Employee/s may request in writing for management to review ongoing and sustained workload issues in the workplace. Where so requested, management will consider the workload factors and issues raised, consider their effect on the workplace, and if necessary, implement strategies to ensure reasonable workloads are maintained.
- 16.9 Management will acknowledge receipt within 7 days and respond in writing to an employee/s concerns in a timely manner.

17. **Work Organisation**

- 17.1 Employees must work flexibly to suit changing work needs. To ensure effective and efficient operations:
- (a) the CEO may direct employees to undertake all work within their remuneration level skills, training competence and development, including work within their skills and competence that is incidental or peripheral to their main tasks or functions, provided that such duties are not designed to promote deskilling, nor used to victimise the employee; and
 - (b) employees will use such tools and equipment as may be required provided that the employee is trained and competent (and holds any requisite authorisations) in the use of such tools and equipment.
- 17.2 The CEO will undertake major change in accordance with clause 12 and may establish a consultative committee under clause 11 in respect of proposed substantial change to

program, organisation, structure, or technology that is likely to have a significant effect on employees.

18. Union and Workplace Delegates' Rights

18.1 Union Representation

- (a) The CEO recognises the legitimate right of the union to represent those employees who are members, or eligible to become members.
- (b) An employee appointed as a union delegate in Jacana Energy (and employed in Jacana Energy) will be recognised as an accredited representative of the union. Subject to operational requirements, an accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees who are eligible to become members on employment matters affecting employees.
- (c) A union delegate will advise the CEO that they have been appointed as a union delegate.
- (d) An employee who ceases to be a workplace delegate must give written notice to the CEO within 14 days.

18.2 Union Training Leave

- (a) For the purpose of assisting to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO shall, subject to the provisions of this clause, provide a who is an accredited union delegate or nominated employee representative with up to 5 days paid leave per annum to attend union training courses conducted by the union or approved by the union.
- (b) The approval for an employee to attend a training course will be subject to operational requirements of Jacana Energy.
- (c) An employee seeking to take training leave under this clause must have been nominated by the union to attend the course for which the training leave is sought.
- (d) The employee will only be paid for the period of training if:
 - (i) the employee provides evidence satisfactory to the CEO of their attendance at the course for which training leave was sought within 7 days after the training ends; and
 - (ii) unless agreed by the CEO, the CEO has received not less than 4 weeks written notice of nomination from the union, setting out the time, dates, content and venues of the course.
- (e) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- (f) Leave granted under this clause on ordinary pay, not including penalty payments or overtime.
- (g) Leave granted under this clause will count as service for all purposes.

18.3 Communications

- (a) For the purpose of assisting employees to understand their rights and entitlements under the Agreement, a workplace delegate may communicate with employees in relation to their industrial interests.
- (b) The CEO shall, where practicable, make available facilities to assist the union to display notices that are relevant to employment matters on general employee notice boards.

18.4 Delegate's Rights and Obligations

- (a) The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
- (b) An employee may have a union representative to represent them in a dispute or significant workplace matter and make representations on behalf of the employee.
- (c) The CEO and union workplace delegates must deal with each other in good faith.
- (d) The rights and obligations of union workplace delegates will be underpinned by the following principles:
 - (i) workplace delegates will be able to perform their role without any discrimination in their employment;
 - (ii) ability for delegates to represent their members in the workplace (e.g. during enterprise agreement bargaining, on joint consultative committees, for consultation during change, and/or to represent members generally);
 - (iii) ability for delegates to have access to paid time to consult with employees;
 - (iv) reasonable access to Jacana Energy facilities (including telephone, photocopying, internet, email facilities, meeting rooms, and a lockable cabinet) for the purpose of work as a delegate;
 - (v) opportunity to inform employees about union membership;
 - (vi) ability to represent employees at an industrial tribunal;
 - (vii) maintaining the confidentiality of Jacana Energy information as well as information about NTPS employees;
 - (viii) all parties will behave in a professional, productive and ethical manner;
 - (ix) a delegate would be expected to carry out their normal duties; and

- (x) ability for an official to “walk around” a workplace to hold individual discussion contingent on the nature of the work being performed in the workplace subject to discussion with and prior approval of the CEO. Approval for “walk around” will not be unreasonably withheld.
- (e) The employer is not required to provide access to or use of a workplace facility under clause 18.4(d) if:
 - (i) the workplace does not have the facility; or
 - (ii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps

Note: for the purpose of clause 18 of this Agreement, the Agreement is to be read in conjunction with clause 24A – Workplace Delegates, Consultation and Dispute Resolution, of Northern Territory Public Sector Enterprise Award 2016 (MA000151), to the extent that if this Agreement provides a lesser entitlement than clause 24A of the Award, then clause 24A of the Award will apply.

19. **Employment Security**

- 19.1 While recognising that reorganisation and changes to employee numbers arising from various factors are occurring within Jacana Energy, the parties agree that there will be no involuntary redundancies (notice of redundancy) for the term of the Agreement.
- 19.2 However, clause 19.1 does not apply to an employee, who has been declared potentially surplus to requirements under section 41 of the PSEM Act and registered on the Office of the Commissioner for Public Employment’s Redeployment Database for longer than 2 years.
- 19.3 In recognition of its commitment to employment security, Jacana Energy will use natural attrition, redeployment, and voluntary redundancy as the principal mechanisms should any decrease in workforce size be necessary during the life of this Agreement.
- 19.4 Jacana Energy is committed to employment on an ongoing basis as the primary method of employment, however there are certain circumstances when fixed period/casual/contractor or labour hire employment may be appropriate.

20. **Redeployment and Redundancy**

- 20.1 Redeployment and redundancy entitlements applicable to employees are set out in Schedule 4.
- 20.2 Transfer of employment
 - (a) The provisions of Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of the employer is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.

- (b) The NES contains minimum entitlements relating to redundancy pay, including in transfer of business or transfer of employment situations. The FW Act provisions state, among other things, that redundancy pay does not apply in these situations if:
- (i) the second employer recognises the employee's service with the first employer'; or
 - (ii) the employee rejects an offer of employment made by the second employer that:
 - A. is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before termination; and
 - B. recognises the employee's service with the first employer,unless the FWC is satisfied that this would operate unfairly to the employee who rejected the offer, in which case, upon application, the FWC may order the first employer to pay the employee a specified amount of redundancy pay.

PART 3 – GENERAL EMPLOYMENT CONDITIONS

21. Individual Flexibility Arrangements

- 21.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement:
- (a) deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) meal breaks;
 - (iii) restriction duty;
 - (iv) overtime rates;
 - (v) recreation leave loading;
 - (vi) penalties; or
 - (vii) allowances.
 - (b) meets the genuine needs of the employer and the employee in relation to the matters it deals with; and
 - (c) is genuinely agreed to by the employer and the employee.
- 21.2 If the CEO wishes to initiate the making of an individual flexibility arrangement they must:
- (a) give the employee a written proposal; and

- (b) if the CEO is aware that the employee has, or should reasonably be aware that an employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.
- 21.3 If the CEO proposes to enter into an individual flexibility arrangement with an employee, the CEO must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.
- 21.4 The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 21.5 The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing;
 - (b) includes the name of the CEO and employee;
 - (c) is signed by the CEO and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
 - (iv) the period of operation of the arrangement; and
 - (v) how the individual flexibility arrangement can be terminated.
- 21.6 To take effect, the individual flexibility arrangement must be approved by the Employer and implemented via a Determination or other appropriate instrument and the CEO must give the employee a copy of the Determination or other appropriate instrument within 14 days of the Employer's approval.
- 21.7 The Employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving written notice of 28 days to the other party to the arrangement; or
 - (b) if the Employer and the employee agree in writing – at any time.
- 21.8 An individual flexibility arrangement terminated in accordance with clause 21.7(a) ceases to have effect at the end of the period of notice.

- 21.9 An employee may choose to be represented by their nominated representative in relation to the development and implementation of an individual flexibility arrangement.
- 21.10 In the event of a dispute in relation to this clause, clause 10 Dispute Settling Procedures will apply.

22. **Variation to Working Arrangements for Groups of Employees**

- 22.1 A group of employees and the agency may agree to depart from the standard approach specified in or developed in accordance with this Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, restricted duties, flextime or longer and/or more frequent unpaid breaks during the day;
 - (b) commuted salaries or allowances;
 - (c) meal breaks; and
 - (d) leave.
- 22.2 Agreements to vary working arrangements will:
- (a) result in more efficient operations;
 - (b) be genuinely agreed to by the majority of employees involved;
 - (c) result in employees being better off overall than employees would have been if no variation had been made;
 - (d) be recorded in writing and approved by the CEO;
 - (e) include a mechanism to terminate and/or review the agreement; and
 - (f) require approval of the Commissioner and implementation via a Determination or other appropriate instrument.
- 22.3 Employees may choose to be represented by their nominated representative in relation to the development and implementation of working arrangements under this clause.
- 22.4 Relevant unions will be consulted on the proposed arrangements prior to the approval of the Commissioner.

23. **Flexible Work – General Principles and Requirements**

- 23.1 The Commissioner is committed to providing employees with flexibility to assist in balancing work and life commitments. There are benefits for the employee, the agency and customers when employees are able to work more flexibly.
- 23.2 In all cases and at all times, an employee's flexible work arrangement must work for them, their team/work colleagues and the business needs. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

- 23.3 Under this Agreement, employees have a range of options for when and how they work and are encouraged to discuss with their manager their flexibility needs.
- 23.4 The objective is to provide employees with the level of flexibility that works for them and allows them to meet their flexible lifestyle needs and achieve their aspirations, provided that business (includes team and customer) needs continue to be met.
- 23.5 Flexible work may be facilitated through one of the following initiatives contained in this Agreement. Requests for flexible working arrangements are to be considered on a case-by-case basis and will be considered favourably subject to clause 23.7 and 23.8. Refer to the relevant provision for eligibility and approval requirements:
- (a) clause 23.6 Working from Home or another location;
 - (b) clause 63 Recreation leave at Half Pay – doubles the period of recreation leave when leave is taken at half pay;
 - (c) clause 66 Flexible Lifestyle Leave – ability to purchase paid leave through salary deductions to access more time off in a particular year;
 - (d) clause 25.6 Part-time employment – converting from full-time to part-time employment for a specified period or a permanent change;
 - (e) clause 52 Flexible Working Hours (Flexitime);
 - (f) clause 51 Hours of Work – allows for averaging ordinary hours of work within the span of hours;
 - (g) clause 80 Special Leave Without Pay; and
 - (h) clause 61.17(e) returning to work on reduced hours after parental leave.
- 23.6 Subject to approval, employees may work from home or another location to facilitate flexible work. Each application will be considered on its merits on a case-by-case basis with no pre-determined position on the frequency with which employees must work from home or the office. The parties are committed to supporting a sector-wide working from home policy with standard and clear guidelines.
- 23.7 In considering an employee's request to work flexibly the CEO will take into account a range of things, including the employee's personal circumstances and the agency's business (includes team and customer) needs.
- 23.8 Unless provided otherwise in the relevant clause, requests to work a flexible working arrangement can only be refused on reasonable business grounds as defined in clause 3(ee).
- 23.9 An employee's request to work flexibly must be in writing setting out the details of the change sought and the reasons for the request.
- 23.10 Subject to clause 23.11, the CEO (or their delegate) must give the employee a written response to the request within 21 days stating whether the CEO (or their delegate) grants or refuses the request.

23.11 Where the CEO's delegate proposes to refuse an employee's request to work from home, the employee's request will be referred to the CEO for assessment. Only the CEO is permitted to refuse the employees' requests to work from home.

23.12 While there are many options about how an employee works in this Agreement, sometimes they will not fit an employee's exact circumstances, and the employee and the CEO will need to agree to vary the Agreement. In such situations, the Individual Flexibility Arrangement clause 21 applies.

24. **Recognition of Prior Employment**

Except in the case of a casual employee, an employee whose services are terminated on account of reduction of employees or insufficiency of work and who is subsequently reemployed by Jacana Energy within a 12 month period will have the immediate period of prior service recognised as continuous.

25. **Types of Employment**

25.1 The PSEM Act specifies the basis of engagement for an employee covered by this Agreement (see section 29(3) of the PSEM Act which provides for employment on an ongoing, fixed period or casual basis).

25.2 Employment on an ongoing basis is the primary method of employment in Jacana Energy. However, there are certain circumstances when fixed period or casual employment may be appropriate.

25.3 Ongoing and fixed period employees can be employed on either a full-time or part-time basis.

25.4 A full-time employee is an employee who works 37.5 ordinary hours of duty per week.

25.5 From 8 October 2026, a full-time employee is an employee who works 36.75 ordinary hours of duty per week.

25.6 Part-time employment

(a) A part-time employee is an employee who works an agreed number of regular hours that is less than the ordinary hours of work applicable to an equivalent full-time employee under this Agreement.

(b) Part-time employees will receive, on a pro rata basis, equivalent pay and conditions of employment applying to a full-time employee, unless otherwise stated in this Agreement.

(c) Before part-time duty commences, the CEO and employee will agree in writing on:

(i) the agreed weekly ordinary hours of duty (agreed hours);

(ii) duration of the agreement (where specified period only); and

- (iii) the pattern of hours to be worked including starting and finishing times for employees, other than shiftworkers, on each or any day of the week within the limits of the span of hours specified for an equivalent full-time employee.
- (d) A CEO and an employee may agree to change an employee's agreed hours of duty, at the written request of either party.
- (e) An employee engaged on a full-time basis will not be required to convert to part-time employment nor transfer without their consent to enable part-time employment.
- (f) The span of hours for part-time employee will be the same span applicable to full-time employees. Overtime will only be paid for work directed to be performed:
 - (i) outside the span of hours as specified in clause 51.4, except where the employee is a shiftworker;
 - (ii) or in excess of 37.5 hours per week up until 7 October 2026;
 - (iii) or in excess of 36.75 from 8 October 2026.
- (g) An employee may request in writing to convert from full-time employment to part-time employment for a specified period or permanently. A CEO will consider the application to convert to part-time employment in accordance with clause 23 (Flexible Work – General Principles and Requirements).
- (h) Where a full-time employee is approved to work part-time for a specified period, the agreement in writing under clause 25.6(c) will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to full-time hours unless a further period of part-time employment is approved.

25.7 Casual employment

- (a) A casual employee is an employee who:
 - (i) Was offered and accepted employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
 - (ii) To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (b) A casual employee will be paid:
 - (i) the ordinary hourly rate of pay for the classification assigned; and
 - (ii) a casual loading of 25% of the ordinary hourly rate of pay, in lieu of paid leave (except long service leave) and public holidays not worked.

Note: an employee may be required to perform overtime or shiftwork and will receive appropriate penalty rates calculated on the ordinary hourly rate for such duty. Casual

loading will not be used to increase the ordinary hourly rate for payment of overtime or shift penalties. Casual employees are not eligible for incremental adjustment to their salary.

- (c) The minimum daily engagement of a casual employee is 3 hours.

Note: for the purpose of this clause, work commencing prior to midnight on one day and continuing into the next day, counts as one engagement.

- (d) Where less than the minimum daily engagement hours are actually worked as outlined in clause 25.7(e), superannuation will be paid on the full 3 hours as if superannuation guarantee applied, provided those hours do not attract overtime payments.
- (e) The Employee may provide notice, in writing, to their employer of their choice to become an ongoing employee in accordance with the FW Act. This is known as the 'Employee Choice' pathway.
- (f) The employer must respond in writing within 21 days of the request, advising of their acceptance or non-acceptance of the change.

25.8 Fixed Period Employment

- (a) The provisions of this clause apply to an employee employed on a fixed period basis.
- (b) All employees should be provided with written advice of their general terms and conditions of employment prior to commencing employment.
- (c) Unless an exception under section 333F of the FW Act applies, fixed period employment contracts must not include a term (end date) that:
 - (i) specifies a period greater than 2 years; or
 - (ii) creates consecutive contracts (including any contract on 6 December 2023 and any prior consecutive contract) for the same or substantially similar work which totals more than 2 years, or more than 2 contracts.

Note: Section 333F of the FW Act provides a range of exceptions including, but not limited to: a temporary absence of another employee (e.g. backfilling an employee on leave on a temporary transfer or workers compensation); trainees or apprentices; essential work during a peak demand period; work during emergency circumstances; performance of a distinct and identifiable task involving specialised skills; or jobs that rely in whole or in part by government funding.

- (d) For the full list of exceptions refer to section 333F of the *Fair Work Act 2009* (Cth).
- (e) The Commissioner's Guidelines on Fixed Period Contracts list when a fixed term contract can be used, the exceptions for when such contracts can continue, the anti-avoidance provisions and what occurs if there is a breach under clause 25.8(c).

- (f) An employee engaged on a fixed term contract or consecutive contracts for the same or substantially the same work for a period of 2 years will have their engagement status reviewed 3 months from the end date of their contract.

26. **Probation**

Probation processes within Jacana Energy shall be in accordance with the PSEM Act.

27. **Termination, Resignation or Abandonment of Employment**

27.1 Notice of Termination by the Employer

- (a) Subject to clause 27.1(d) below, in order to terminate the employment of an employee, Jacana Energy will give the employee the following notice in accordance with their years of continuous service:

- (i) not more than 1 year 1 week;
- (ii) more than 1 year but not more than 3 years 2 weeks;
- (iii) more than 3 years but not more than 5 years 3 weeks; or
- (iv) more than 5 years 4 weeks.

- (b) The period of notice is to be increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with Jacana Energy.

- (c) Payment in lieu of the prescribed notice will be made if the appropriate notice is not given, with such payment to equal the total of all amounts that the employee would have been entitled to had the employment continued until the end of the notice period, including ordinary hours of work, allowances, loadings and penalties.

- (d) An employee is not entitled to notice or payment in lieu of notice in the case of termination for serious misconduct.

27.2 Notice of Termination by Employee (Resignation)

- (a) in order to terminate their employment with Jacana Energy, an employee will give the following notice in accordance with their years of service:

- (i) not more than 1 year 1 week;
- (ii) more than 1 year but not more than 3 years 2 weeks;
- (iii) more than 3 years but not more than 5 years 3 weeks; or
- (iv) more than 5 years 4 weeks.

- (b) Subject to clause 27.2(c) below, if an employee leaves without giving and working out the required notice, the employee forfeits an amount equal to the salary for the period not worked.

- (c) where agreement is reached with the CEO for the employee to give shorter notice than the period specified in clause 27.2(a), the agreement will be

recorded in writing by Jacana Energy and the employee will not forfeit any salary.

27.3 Jacana Energy will provide a statement of service if requested by the employee.

27.4 Abandonment of Employment

An employee absent from duty without permission for a continuous period of 5 working days is considered to have abandoned their employment and the following process will apply:

- (a) the CEO will notify the employee in writing that unless the employee returns to work within a further 10 working days of the date of the notice, the employee's employment with Jacana Energy will be terminated;
- (b) if the employee fails to return to work, or to respond to the notice providing a valid reason for their continuing absence, within the period specified in clause 27.4(a), the employee will be terminated; and
- (c) the minimum notice of termination will be in accordance with clause 27.2 of the Agreement.

28. **Right to Disconnect**

28.1 The Right to Disconnect refers to an employee's right to refrain from engaging in work-related communications and activities, such as emails, telephone calls or other messages, outside of an employee's working hours or during periods of leave or rostered days off.

28.2 For the avoidance of doubt, this clause applies irrespective of the place from which an employee may perform work (whether it be a premises provided by the employer, an employee's home, or some other place).

28.3 Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact outside of their working hours, from:

- (a) the employer; or
- (b) a third party if the contact or attempted contact relates to their work.

28.4 Matters that should be considered in determining whether a refusal is unreasonable, include, but are not limited to, the following:

- (a) the reason for the contact or attempted contact;
- (b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes an employee;
- (c) whether an employee is compensated for being available to be contacted or to perform work outside of their working hours, or for working additional hours outside of the span of ordinary hours or their agreed ordinary hours under a flexible arrangement;
- (d) the nature and seniority of an employee's role and an employee's level of responsibility; and

- (e) an employee's personal circumstances (including family or caring responsibilities).
- 28.5 An employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- 28.6 There may be occasions when it will be reasonably necessary for the employer to contact an employee outside of their working hours, including but not limited to:
- (a) ascertaining availability for rosters;
 - (b) requests to fill in at short notice for unplanned absences of other employees;
 - (c) where unforeseeable circumstances arise;
 - (d) for genuine employee welfare matters, or in an emergency;
 - (e) where business and operational reasons require contact outside of working hours.

Note: for the avoidance of doubt an employee may not be required to respond to these matters providing the refusal to respond is reasonable having regard to the matters in clause 28.4.

- 28.7 Nothing in this clause prevents the employer from requiring an employee to:
- (a) perform reasonable additional hours, overtime, a period of restrictive duty or be recalled to duty outside their working hours; or
 - (b) monitor, read or respond to contact, or attempted contact from the employer outside of an employee's working hours where the employee is on restrictive duty, and the employer's contact is to notify an employee that they are required to attend or perform work or give other notice about the restriction duty, on-call, availability, or stand-by.
- 28.8 In the event of a dispute in relation to this clause, clause 10 (Dispute Settling Procedures) will apply.
- 28.9 This clause shall be read in conjunction with sections 333M and 333N of the FW Act.
- 28.10 Employees will not be penalised or otherwise disadvantaged if they do not attend to a work related matter outside of an employee's agreed hours of work unless their refusal is considered unreasonable in the circumstances.

29. **Training and Development**

- 29.1 Jacana Energy acknowledges the important contribution of training as a continuous improvement strategy resulting in greater efficiencies and enhanced capability and career opportunities for employees.
- 29.2 The parties are committed to training and career development opportunities for employees that support and/or enhance organisational outcomes. The parties aim to achieve this by:
- (a) building capability through learning at both an organisational and individual level; and

- (b) supporting individual development plans that identify learning opportunities aligned to the employee's development and career goals, and the needs of Jacana Energy.
- 29.3 Training and development opportunities will be:
- (a) planned and budgeted for;
 - (b) relevant to Jacana Energy's strategic objectives, vision and values; and
 - (c) subject to operational requirements.
- 29.4 Planning for training and development opportunities is a shared responsibility between Jacana Energy managers and employees. The performance development plan set out in clause 37 and relevant supporting documentation outlines how relevant training and development needs will be identified, agreed and approved.
- 29.5 Training and Development opportunities will be offered in a fair and equitable manner.
- 29.6 The parties acknowledge key policy initiatives and legislation supporting Aboriginal employment, recruitment, training and career progression and Employment Instruction Number 15 (Special Measures).

30. Diversity and Disability in the Workplace

- 30.1 The parties are committed to supporting and accommodating a diverse and inclusive workplace which values the skills, identities, talents and capabilities of all people, including those with disabilities, from culturally and linguistically diverse backgrounds, and senior employees across all departments.
- 30.2 The Employer supports the delivery of sector wide diversity strategies that actively promote workplace inclusion practices, including growing and investing in Aboriginal workforce, providing workplace adjustments to accommodate disabilities, managing the ageing workforce, and other flexible working arrangements.
- 30.3 The parties will work in partnership with disability employment service providers that deliver pathway programs for people with a disability to gain experience and skills and broaden their career options in the NTPS.

31. Support and Wellbeing – Employee Assistance Program

- 31.1 The purpose of the Employee Assistance Program is to help employees and managers deal with issues that may impact on them at work.
- 31.2 Employees and their families may access up to 3 sessions of professional and confidential counselling services for each issue, which may be conducted remotely.
- 31.3 Further sessions may be granted by the CEO.
- 31.4 Employees accessing approved Employee Assistance Providers for the purpose of this clause will be granted reasonable travel and attendance time without deduction from any leave entitlements.

32. Workplace Support for Breastfeeding Employees

- 32.1 Jacana Energy recognises that employees who want to breastfeed their children are more likely to return to a workplace that provides a supportive breastfeeding environment.
- 32.2 Employees needing to leave the workplace to support their breastfeeding needs may use the flexible working arrangement provisions under this Agreement.
- 32.3 In addition to flexible work arrangement provisions in this Agreement, Jacana Energy will ensure there are suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any activity necessary for breastfeeding and expressing in the workplace.

PART 4 – RATES OF PAY AND RELATED MATTERS

33. Rates of Pay and Pay Progression

- 33.1 The parties agree that the implementation of this Agreement will not result in an employee being paid a rate of pay or salary lower than their substantive rate of pay or salary prior to the commencement of this Agreement.
- 33.2 Salary rates and structures are shown in Schedule 1.
- 33.3 Automatic annual pay point progressions do not apply in Jacana Energy.
- 33.4 Employees may be eligible for an annual pay point progression or top of Jacana Level designation bonus or other bonus through Jacana Energy’s Performance and Development Plan – refer to clause 37 (Performance Development) of this Agreement.
- 33.5 An additional increment point will be added to the top of each level, effective from 1 July 2026 (as shown in Schedule 1).

34. Salaries and Allowances

- 34.1 The salaries and allowances payable to employees are set out in Schedule 1 and Schedule 2.
- 34.2 Salary and income related allowances will be increased as follows:
 - (a) by 3% per annum with effect from 15 March 2026;
 - (b) by 3% per annum with effect from the first full pay period on or after 1 July 2026;
 - (c) by 3.5% per annum with effect from the first full pay period on or after 1 July 2027;
 - (d) by 3.5% per annum with effect from the first full pay period on or after 1 July 2028; and
 - (e) if the Australian Bureau of Statistics (ABS), Consumer Price Index (All Groups) percentage change figure for Darwin for the full year beginning with the start of the March quarter 2028 and ending at the end of the March quarter 2029 is greater than the pay rise at clause 34.2(d), the additional percentage above

3.5% will be payable from the first full pay period commencing on or after 1 July 2028.

34.3 For the purpose of clause 34.2(e), the retrospective payment of any additional percentage for salary and allowance increases above 3.5% will not be payable to persons who ceased employment between the first full pay period on or after 1 July 2028, and the date on which the ABS issues the Consumer Price Index (All Groups) figure referred to in that clause.

34.4 Salaries and income related allowances (with the exception of lump sum allowances) will be paid fortnightly based on the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual Salary} \times 12}{313}$$

34.5 Expense related allowances in Schedule 2 are to be adjusted annually in accordance with the annual September to September Darwin Consumer Price Index, with effect from 1 January each year. The Commissioner will give effect to any subsequent annual adjustments required under the Agreement through a Determination. The allowances will not reduce if the Darwin Consumer Price Index is negative.

34.6 Payment of the salary and allowance increases in this Agreement (including any back payment that might apply) shall only be payable to employees who are employed from the commencement of this Agreement or, where relevant in accordance with clause 34.2.

35. **Competency Based Increments for Contact Centre Employees**

35.1 Competency based increment progression shall apply to all Jacana Energy Customer Care Advisors employed at the Jacana Level 1 classification who:

- (a) are employed on a full-time basis; or
- (b) are employed on a casual or part-time basis and work an average of at least 50% of full-time hours.

35.2 Competency based increments will be applied within Jacana Level 1 increment points 1 to 5, in accordance with Jacana Energy Competency Based Assessment framework for Customer Care Advisors.

36. **Payment of Salaries and Allowances**

36.1 Unless otherwise stated, salaries and allowances will be paid fortnightly by electronic funds transfer into a bank, building society or credit union account nominated by the employee.

36.2 Where, as a result of short notice, electronic payment of daily travel allowance cannot be arranged prior to departure, provision for a cash advance will be available.

36.3 Electronic pay data in lieu of paper pay slips will be maintained across Jacana Energy where possible.

37. Performance Development

37.1 The Jacana Energy Performance Development Plan (PDP) framework is designed to:

- (a) encourage high work performance aligned with strategic objectives;
- (b) ensure individuals within the organisation are all working in a manner consistent with Jacana Energy's corporate values and behaviours; and
- (c) recognise the organisation as a team performance, aligned with Jacana Energy's strategic objectives.

37.2 Top of Jacana Level Bonus or annual pay progression

- (a) Employees will be eligible for an Top of Jacana Level Bonus or annual pay progression as outlined in clause 37.4 (Table 1), based on performance over the previous 12 months up until 30 June of each.
- (b) Employees who qualify for annual pay progression under clause 37.2(a) will receive the annual pay progression effective from 1 July of the year of assessment.
- (c) Salary adjustments and bonus payments should be made as soon as practicable after the assessment has been completed.
- (d) for the avoidance of doubt:
 - (i) the first eligible payments under the Jacana Energy PDP framework, as set out in clause 37.4 (Table 1), will be payable as soon as practicable after 1 July 2025; and
 - (ii) unless otherwise agreed, assessments under clause 37.3 for the year ending 30 June 2029 will be made under this Agreement.

37.3 Eligibility for Top of Jacana Level Bonus/Annual Pay Progression

- (a) To be eligible for Top of Jacana Level Bonus/Annual Pay Progression under this clause an employee must be assessed on the following elements of the PDP framework:
 - (i) what corporate and individual objectives have been delivered (which could include team objectives); and
 - (ii) how those objectives were delivered (demonstration of corporate values and behaviours).

Note: reference to the corporate objectives means the individual's contribution to the objectives.

- (b) An employee who has reached an overall score rating of 'meeting expectations' will be eligible for a Top of Jacana Level Bonus or Annual Pay Progression as per clause 37.4 (Table 1).
- (c) An employee who has participated in the PDP process for a minimum of 3 months continuously and has successfully completed the eligibility criteria set by Jacana Energy will be eligible to be paid the Administrative Bonus in clause 37.4 (Table 1).

- (d) An employee who has not reached an overall score rating of 3 or above as a result of the assessment in clause 37.3(a) will not be eligible for a Top of Jacana Level Bonus or Annual Pay Progression.

37.4 Table 1 – Top of Jacana Level Bonus/Annual Pay Progression:

Minimum Overall Rating	Top of Jacana Level Bonus or Pay Progression
Overall Rating 'meeting expectations'	One (1) Annual pay progression or Top of Jacana Level Bonus
Top of Jacana Level Bonus	
Employees at the Jacana Level 1 maximum	\$2000
Employees at the Jacana Level 2 maximum	\$2500
Employees at the Jacana Level 3 maximum	\$3000
Employees at the Jacana Level 4 maximum	\$3500
Administrative Bonus (minimum participation period 3 months)	\$500

37.5 Service Excellence Scheme

- (a) A Service Excellence Scheme will be introduced to reward service excellence.
- (b) The selection criteria will recognise outstanding performance, and the employee's contribution to the attainment of organisational key performance indicators.
- (c) To be eligible for the Service Excellence Scheme under this clause, an employee must be assessed on the following elements of the PDP framework:
- (i) what corporate and individual objectives have been delivered (which could include team objectives); and
 - (ii) how those objectives were delivered (demonstration of corporate values and behaviours).

Note: reference to the corporate objectives means the individual's contribution to the objectives.

- (d) An employee who has reached an overall score rating of 4.5 or above under the PDP Framework will be eligible for the Service Excellence Scheme Allowance paid fortnightly at the rate of 5% of actual salary.
- (e) The Service Excellence Scheme allowance will be granted for a period of 1 year, aligning to the employee's PDP cycle.

37.6 Grievance Process

- (a) An employee who is unsatisfied or disagrees with the proposed criteria in the PDP, or an assessment against the criteria may, in the first instance, request their manager to review the proposed criteria or assessment.

- (b) Where the manager and employee still disagree on the proposed criteria, or assessment outcome, the following will occur:
 - (i) the matter will be referred to the Head of People, Culture and Safety to convene 3 members to form a Performance Development Committee;
 - (ii) the Head of People, Culture and Safety will chair the review committee who will consider the merits of the assessment;
 - (iii) an employee may request that their union delegate or representative attend the committee meeting; and
 - (iv) the review committee will then make a recommendation to the relevant Executive Manager who will make a decision.

37.7 Where the matter is not resolved under clause 37.6 the appropriate grievance review mechanisms under the PSEM Act will apply.

38. **Performance Planning, Review and Improvement**

38.1 Managers are responsible for managing employees work performance. Performance management should be a daily occurrence and should include both informal and formal performance management conversations about both operations and strategic outcomes of the work unit.

38.2 Consistent with Employment Instruction 4, Jacana Energy will have a procedure for performance planning and review consistent with the following principles:

- (a) regular and relevant feedback on work performance and capability through timely and fair assessments;
- (b) set and align clear employee objectives to enable employees to work towards defined goals and outcomes;
- (c) support the enhancement of the standards of work performance based on appropriate measures;
- (d) identification of the knowledge, skills, resources and training required for an employee to perform their duties effectively as well as support for career development;
- (e) ensure the provision of the requisite attitudes and behaviours that are consistent with the principles of the PSEM Act, Code of Conduct, and Jacana Energy values;
- (f) recognition of other factors that impact on an employee's performance and development; and
- (g) recognition of the principles of natural justice including mechanisms for an employee to see a review.

38.3 Where it has been identified an employee is having difficulty in potentially reaching the expected level of their role, Managers will provide support to assist employees to reach the overall outcomes at the expected level in line with the Jacana Energy's performance improvement policy.

39. **Superannuation**

39.1 The subject of superannuation is dealt with extensively by Commonwealth legislation which governs the superannuation rights and obligations of the parties.

39.2 The employer will make the minimum superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Note: This means that superannuation will only be paid up to the maximum contribution base even if an employee's ordinary time earnings (including allowances which count for purposes of superannuation) exceed this amount.

39.3 The Commonwealth Superannuation Scheme (CSS), Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) and Northern Territory Supplementary Superannuation Scheme (NTSSS) are classified as exempt public sector superannuation schemes under the *Superannuation Industry (Supervision) Act 1993*. The superannuation legislation treats exempt public sector superannuation schemes as complying funds for concessional taxation and superannuation guarantee purposes.

Note: CSS was closed to new members from 1 October 1986 and both NTGPASS and NTSSS were closed to new members from 10 August 1999; employees employed before these dates may be members of the CSS, NTGPASS and NTSSS.

39.4 Employees who commenced after 10 August 1999, or who have ceased to be a member of the CSS, NTGPASS or NTSSS, can choose a complying superannuation fund to receive superannuation contributions on their behalf.

39.5 Employees who do not nominate a superannuation fund will have their superannuation contributions paid to either:

(a) an existing superannuation fund of which they are a member (if this is required by legislation); or

(b) the employer's default superannuation fund, which offers a MySuper product.

40. **Salary Sacrifice**

40.1 Salary Sacrifice for Employer Superannuation

Under this Agreement an employee may choose to sacrifice salary for employer superannuation contributions into a complying superannuation fund. The arrangement is available to all employees and participation is at the discretion of an individual employee. Under the arrangement the following conditions apply:

(a) An employee who currently has their employer superannuation guarantee contributions paid to a Choice of Fund superannuation fund (e.g. employed after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.

- (b) An employee who currently makes NTGPASS member contributions at the rate of 6% may salary sacrifice into a complying superannuation fund.
- (c) An employee who currently contributes to the CSS is not able to salary sacrifice into that scheme but can salary sacrifice into another complying superannuation fund.
- (d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap by the Commonwealth Commissioner of Taxation. The employee is responsible for any tax, interest and penalties that may be imposed by the Commissioner of Taxation or other relevant authority for them exceeding the Commonwealth concessional contribution cap.
- (e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.
- (f) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements.
- (g) When an employee who is a member of the CSS, NTSSS or NTGPASS enters into a salary sacrifice for employer superannuation arrangement, the employee's annual rate of salary for superannuation purposes shall remain at the rate set out in this Agreement (that is, the salary sacrifice arrangement has no effect on the employee's annual rate of salary for superannuation purposes).

40.2 Salary Sacrifice Packaging

Under this Agreement an employee may choose to enter into salary sacrifice packaging arrangements in compliance with Commonwealth taxation legislation and any rules and regulations imposed by the Commissioner of Taxation or other relevant authority. These salary sacrifice packaging arrangements meet the full obligations of the employer in relation to salary payments required under this Agreement. Under the arrangement the following conditions shall apply:

- (a) the arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
- (b) salary sacrifice arrangements may cease or be modified to reflect any changes to the Commonwealth taxation legislation or rules. Any additional taxation liability arising from these changes shall be met by the employee;
- (c) an employee shall meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (d) an employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement;
and
- (e) an employee shall provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

PART 5 – ALLOWANCES AND SPECIAL RATES

41. Higher Duties Allowance

- 41.1 Where an employee has been directed to temporarily perform duties at a higher classification level, the following provisions apply.
- 41.2 An employee who performs the duties of a higher classification which has a maximum attainable annual salary:
- (a) not higher than the maximum attainable annual salary payable to a Jacana Level 3, will be paid an allowance for performing the duties of a higher classification upon the completion of one day; or
 - (b) higher than the maximum attainable salary payable to a Jacana Level 3, will be paid an allowance for performing the duties of the higher classification upon the completion of 5 consecutive working days. An employee will not be paid an allowance for any period of higher duties less than 5 consecutive working days unless the Commissioner determines otherwise.
- 41.3 The higher duties allowance will be calculated as the difference between the employee's salary and the minimum salary for the higher level job, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.
- 41.4 Where the minimum salary of the higher level job is lower than or equal to the employee's salary the allowance will be calculated by reference to the pay point that first constitutes an increase in salary for the employee.
- 41.5 An employee acting in an Executive Contract position will receive a higher duties allowance in accordance with the following:
- (a) the allowance shall be calculated as the difference between the employee's salary and a salary determined by the CEO;
 - (b) the salary determined by the CEO shall be no more than 5% higher than pay point 4 of the Jacana level 4 classification; and
 - (c) the salary determined by the CEO shall be at least the greater of:
 - (i) the first pay point of the Jacana Level 4 classification; or
 - (ii) a 5% increase on the employee's salary.

42. Relocation Allowance

- 42.1 Where on employment, promotion or transfer, it is necessary for an employee to move from one location to another to take up duty and the reasonable cost of so moving is at the expense of Jacana Energy, an employee may be paid a relocation allowance to assist with their immediate accommodation needs.
- 42.2 The rate of relocation allowance will be set out in Schedule 2 for:
- (a) an employee only; and

- (b) an employee with a resident family unit.
- 42.3 For the purpose of this allowance, the resident family unit rate is applicable where the employee's spouse, children or any other person who resided with the employee as part of the employee's family unit prior to relocation, accompanied the employee upon relocation and for whom the cost of that relocation was met by Jacana Energy.
- 42.4 Where an employee is provided with accommodation, the CEO may approve payment of a relocation allowance of a once only payment of one fortnight's allowance, irrespective of whether an accommodation cost is incurred.
- 42.5 Where an employee is not provided with accommodation the CEO may approve payment of a relocation allowance for a period of up to:
 - (a) 6 fortnights; or
 - (b) 10 fortnights in case of a relocation to Alice Springs, if it assists with recruitment and retention in these locations.
- 43. **Relocation Expenses – Employment or Transfer**
- 43.1 Where on employment, promotion, transfer, secondment, redeployment, or as a result of an inability process it is necessary for an employee to move from one location to another to take up duty, Jacana Energy may, having regard to all relevant circumstances of the appointment, authorise payment to an approved carrier of:
 - (a) an amount equal to the cost of conveyance of the person, immediate family members (if any) and reasonable household furniture and effects; or
 - (b) a lesser allowance as determined by Jacana Energy to assist the person to relocate.
- 43.2 The CEO will not authorise payment of salary or any allowance based on salary in respect of any period of travel occurring prior to commencement of duty.
- 43.3 An employee who requests and is permitted to voluntarily transfer from one district or place to another, will have no entitlement under this clause and will bear all costs of their relocation.
- 43.4 An employee who is transferred as a result of any disciplinary action will pay the whole cost of transfer.
- 43.5 An employee may, with the approval of the CEO, arrange insurance on household furniture and effects to be removed and the cost of that insurance may form part of the amount authorised for payment under this clause.
- 43.6 The insurance in clause 43.5 does not include insurance payable for:
 - (a) collections or valuables; or
 - (b) motor vehicles.
- 43.7 Jacana Energy will not accept any liability for loss or damage in respect of removal of items under clause 43.6.

43.8 An employee will not be entitled to any compensation from Jacana Energy for losses or damages arising from the removal, except where the removal is performed by Jacana Energy, in which case compensation may be allowed under such conditions approved by the CEO.

43.9 Any payment made under this clause is in addition to any payment made under the relocation allowance in clause 42.

44. **Travelling Allowance**

44.1 Subject to this clause, an employee will be paid a travelling allowance when they are travelling on duty and are required to be absent overnight from their base employment location.

44.2 The travelling allowance payable will be at the rate determined by the employer, or where that allowance is not considered appropriate in respect of a particular travel situation, such greater or lesser allowance the CEO considers appropriate.

44.3 An employee will not be entitled to travelling allowance (except for the incidentals component):

- (a) where Jacana Energy provides reasonable accommodation and/or meals at no cost to the employee, regardless of whether the employee utilises the Jacana Energy accommodation or meals, or chooses to utilise alternative services; or
- (b) where the employee is absent from the temporary duty locality during any period of paid or unpaid leave.

44.4 Where an employee is required to be absent from their base employment location for a period in excess of 14 days (including for the purposes of planned personal development or job rotation), prior to the employee commencing travel, the employee and the relevant manager may consider the type of accommodation provided and review the travel allowance payable and substitute it with an alternative amount.

45. **Allowance for Damaged Clothes**

45.1 Where an employee's clothes, spectacles, or hearing aid have been damaged and such damage:

- (a) results from an act or omission of another employee arising in the course of that other employee's employment with Jacana Energy;
- (b) is caused by a fault or defect in goods, building or property belonging to or occupied by Jacana Energy;
- (c) occurs while an employee is protecting, or attempting to protect property of Jacana Energy; or
- (d) is caused by or occurs in circumstances which in the opinion of the CEO can reasonably be considered to be incidental to the employment of the employee.

45.2 Jacana Energy will reimburse the employee for purchasing replacement items having regard to the cost of the article and its expected period of serviceability. The provisions of this clause do not apply where the item is provided by Jacana Energy.

46. **Motor Vehicle Allowance**

An employee who by agreement with the CEO uses their own vehicle on Jacana Energy's business will be paid an allowance at the rate specified in Schedule 2. This allowance will include compensation for comprehensive, third party and public liability insurance, and the employee will indemnify Jacana Energy against any liability with respect to any claim brought against it for which the employee is indemnified under any such insurance.

47. **First Aid Allowance**

47.1 A person holding a nationally accredited Apply First Aid (HLTAID003) qualification or equivalent and who is appointed as a Jacana Energy first aid officer, will be paid an allowance at the rate set out at Schedule 2. The allowance will count as salary for all purposes.

47.2 First aid officers will not be entitled to any payment or allowance for aid rendered outside of ordinary working hours unless they are actually on duty at the time or have been granted permission to accompany a patient to receive treatment.

48. **Northern Territory Allowance**

48.1 PSEM By-laws 26 and 49 Northern Territory Allowance (NTA), may apply to employees subject to the following:

- (a) the employee must have been in receipt of the allowance on the day prior to 23 April 2018;
- (b) the amount of the allowance for a full-time employee will be \$960 per annum; and
- (c) the amount in clause 48.1(b) shall be paid on pro-rata basis for the number of hours worked for employees employed on a less than full-time basis.

48.2 Where an employee who is eligible to receive the allowance under clause 48.1 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

49. **Customer Experience Development Allowance**

49.1 An employee at a salary level of a Jacana Level 1 in the Customer Experience Care team, in line with clause 37, can express an interest for a development opportunity as a Customer Care Support Leader role responsible for supporting, mentoring and supervising of a work team.

49.2 The parties agree that the intent of this clause is:

- (a) to establish a fair process;
- (b) take reasonable steps to ensure development opportunities are available to employees wanting to build their supervisory and leadership capability;
- (c) development opportunities will be based on merit; through an expression of interest process;

- (d) training and development needs and opportunities to develop and support skills and capability should be identified through an employee's Performance Development Plan as outlined in clause 37; and
- (e) Jacana Level 1s seeking a development opportunity as a Customer Care Support Leader will be based on a duty statement to assist with targeted development of skills and knowledge and will operate for a maximum of 6 months duration to allow rotation for all employees that express an interest in development.

49.3 An allowance will be payable as outlined in Schedule 2.

50. **Community Language Allowance**

50.1 An employee will be eligible for an allowance, at the rate contained in Schedule 2, if directed by the CEO to use their bilingual communication skills in accordance with this clause.

50.2 Definitions:

- (a) "bilingual communication" includes communication in languages other than English and the Deaf Oral Language, AUSLAN (Australian Sign Language); and
- (b) "NAATI" means the National Accreditation Authority for Translators and Interpreters.

50.3 The Allowance shall be paid to an eligible employee at a tier and rate set out in Part B of Schedule 2 and in accordance with the policy/procedure established under clause 50.4.

50.4 CEOs are to develop a policy and/or procedure:

- (a) to manage the Allowance process including but not limited to the identification, assessment and standards of language competence (noting clause 50.9) and support for testing; and
- (b) to determine the tier of the Allowance to be paid, which will include but not be limited to consideration of the anticipated level of use that the employee will be called upon to provide their bilingual communication skills over the next 12 month period relative to other employees in the agency, and each 12 months after if they remain entitled to receive the Allowance.

50.5 Subject to clause 50.6, where an employee who has bilingual communication skills is willing, the CEO may direct the employee, in addition to the employee's other duties, to use their bilingual communication skills in the course of their employment and that employee shall be entitled, while the direction remains in force, to be paid the Allowance at a rate set out in Part B of Schedule 2.

50.6 The Allowance shall not be paid to an employee where the duties of their job require the possession of bilingual communication skills, as these skills would have been recognised in the work value for the job.

50.7 In directing an employee, the CEO should give consideration to there being an identifiable and continuing need for the particular language skills possessed by the employee in providing client or employee services.

- 50.8 Written translation work and more complex interpreter work is not to be required of an employee receiving the Allowance.
- 50.9 The employee's language competence must be at the standard of:
- (a) a pass in the relevant language, including for Aboriginal language speakers, of at least the NAATI Community Language Aide Test;
 - (b) recognition by NAATI as possessing equivalent proficiency; or
 - (c) where NAATI does not provide an assessment of the particular language skill, or it is not available at the time the CEO is seeking to use an employee's bilingual communication skill, the CEO may use the services of an individual or alternate body who/ that the CEO considers has the necessary expertise to assess the employee's language skills; and
 - (d) where the CEO relies upon a test other than NAATI, and the NAATI test subsequently becomes available, the CEO should arrange for the employee to be assessed through NAATI as soon as reasonably practicable.
- 50.10 The Allowance shall not be paid to an employee if the NAATI certification or recognition under clause 50.9 has expired.
- 50.11 Where the employee's language competence has already been assessed in accordance with clause 50.9 prior to applying for the Allowance, the CEO may decide that no further testing is required.
- 50.12 As the majority of language testing is only available annually, the CEO may approve payment of the Allowance subject to the employee taking the next available test, or a later test if approved by the CEO, provided that the other conditions relating to the payment of the Allowance are met.
- 50.13 Wherever possible, the CEO should support an employee who is willing to provide their bilingual communication skills by approving payment to NAATI (or other approved individual or body) for any language testing or assessment fees on behalf of an employee, and providing time off for the assessment and related matters.
- 50.14 Where an employee fails a language test, the CEO shall determine whether payment of the Allowance should continue, whether a further test is required and whether support for any further testing should be provided.
- 50.15 The Allowance is payable during all periods of paid leave if it would have been paid but for the taking of paid leave.
- 50.16 Payment of the Allowance shall be reviewed regularly, or whenever the employment status or work requirements of an employee receiving the Allowance changes (e.g. on temporary or permanent promotion, or transfer), to determine whether it should continue to be paid and the tier at which it will be paid.

PART 6 – HOURS OF WORK, MEAL BREAKS AND OVERTIME

51. Hours of Work

- 51.1 The full-time ordinary hours of duty for all employees will be 37.5 hours a week, 75 hours per fortnight, or 150 hours over 4 weeks.

- 51.2 From 8 October 2026 the minimum full-time ordinary hours of duty for all employees will be 36.75 hours a week, 73.5 hours per fortnight, or 147 hours over four weeks.
- 51.3 For the purpose of clause 51.2, the parties will consult on the affect and implementation of the reduced working hours in accordance with the Management of Change provisions at clause 12 of this Agreement.
- 51.4 The span of hours will be 6.00 am – 6.00 pm Monday to Friday.
- 51.5 The actual hours of attendance and the timing and taking of accumulated hours (including flextime), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to Jacana Energy, its customers and the workforce, and specifically ensuring that there is ordinary time cover within the span of hours, staffing levels permitting.
- 51.6 Staggered start and finish times may be used in the performance of ordinary hours to accommodate operational requirements and the personal needs of employees. An employee will be given at least 7 days' notice of any changes to their start and finish times, unless the employee genuinely agrees to a lesser period, or the CEO did not have 7 days' notice of an absence related to an employee (e.g. for sickness or other reason of absence).
- 51.7 An employee is only required to commence work at their designated start time.
- 51.8 Coverage will be prepared in consultation with employees and agreed with individual employees within each business unit.
- 51.9 An employee may be required to work reasonable additional hours.
- 51.10 Employees are expected to be available to work reasonable additional hours if required by Jacana Energy. An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable. In determining whether additional hours or overtime are reasonable or unreasonable, the following must be taken into account:
- (a) any risk to employee health and safety from working the additional hours;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) any notice given by the CEO of any request or requirement to work the additional hours;
 - (d) any notice given by the employee of their intention to refuse to work the additional hours;
 - (e) the needs of Jacana Energy or work unit;
 - (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (h) the nature of the employee's role, and the level of responsibility;

- (i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee; and
- (j) any other relevant fact.

52. Flexible Working Hours (Flextime)

- 52.1 Flextime is designed to assist employees in achieving a balance between work and family life, with each flextime arrangement specifically tailored to suit both the employee's and Jacana Energy's requirements.
- 52.2 While employee requests to enter a flextime arrangement are subject to operational requirements all reasonable attempts should be made to accommodate such requests. Where a decision is made to refuse an employee's request to enter into a flextime arrangement, the employee must be provided with written reasons for the decision.
- 52.3 Employees may request to enter a flextime arrangement subject to the following conditions:
 - (a) the span of hours being 6:00 am to 6:00 pm in accordance with clause 51.4;
 - (b) the full-time ordinary hours of duty being 37.5 hours a week, 75 hours per fortnight or 150 hours over four weeks; or
 - (c) from 8 October 2026 the full-time ordinary hours of duty for all employees will be 36.75 hours a week, 73.5 hours per fortnight, or 147 hours over four weeks.
 - (d) agreement with the direct manager on the following:
 - (i) the hours of work;
 - (ii) the timing of taking accumulated hours (including days off);
 - (iii) meal and work breaks; and
 - (iv) agreement with the direct manager that flextime is operationally suitable for the work unit and employee.
 - (e) review of the arrangement at any time (following consultation), based on changing operational requirements or employee performance under the arrangement.
- 52.4 Timesheets documenting hours worked towards the accrual of flextime credits must be kept by the employee and submitted to the direct manager on a fortnightly basis for approval.
- 52.5 The actual hours of attendance and the timing and taking of accumulated hours (including days off), meal breaks and work breaks will be arranged within the relevant work group or work area to provide optimum benefit to Jacana Energy, its customers and the workforce but specifically ensuring that there is adequate coverage during standard business hours to ensure operational efficiencies and the effective delivery of services.
- 52.6 Hours worked towards the accrual of flextime credits accrue on a time for time (i.e. single time) basis.

- 52.7 Subject to clause 52.8, a maximum of 2 days worth of flextime credits may be 'banked' by agreement between an employee and their supervisor. A banked flextime credit must be used at an agreed time within 4 weeks from the date on which it was banked. Where an employee is unable to use their flextime credits within the 4 week period, the employee and manager must have a discussion to plan a way to address the excess credit within the next 4 weeks.
- 52.8 Upon written request, the CEO may approve banking of flextime arrangements outside of the parameters set out in clause 52.7 if they consider that an exception from the general rule is appropriate in the circumstances.

53. Work at Public Forums

The parties acknowledge that work at public forums, expos or similar outside of normal working hours is unpaid. However, individuals may negotiate time off in lieu where appropriate, prior to the event taking place as identified in established guidelines.

54. Overtime

54.1 Eligibility for overtime

- (a) Overtime is not performed without prior approval being given by the CEO.
- (b) Subject to clause 54.1(c), an employee paid a salary that exceeds the Jacana Level 3 top of range, or who is in receipt of an allowance in lieu of overtime, is not eligible to be paid for overtime work.
- (c) The CEO may approve overtime for an employee who is above the classification barrier in 54.1(b) if there are exceptional circumstances that have been demonstrated through the CEO's consideration of the following criteria:
 - (i) the amount of reasonable additional hours that may be expected at the classification of the employee;
 - (ii) the level of remuneration, including any higher duties or other allowances that count as salary, of the employee that reflects an expectation of working reasonable additional hours;
 - (iii) the nature of the employee's role, and the level of responsibility;
 - (iv) the length and frequency of additional duty required including whether it is continuous with ordinary hours, on weekends or public holidays;
 - (v) the capacity to provide other flexible working arrangements to recognise the additional time (above the reasonable additional hours) e.g. time in lieu or other flexible hours; and
 - (vi) any other relevant matter.

54.2 Reasonable request to work overtime

- (a) Employees are expected to be available to work reasonable additional hours if required by Jacana Energy. An employee may refuse to work additional hours or

overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable.

- (b) An employee will not be required to work overtime that:
 - (i) result in the employee being unable to perform their duties efficiently;
 - (ii) cause the employee to become a danger to themselves or to others;
 - (iii) impact unreasonably upon the employee's personal life, including family responsibilities; or
 - (iv) are inconsistent with established guidelines dealing with hours of work.

54.3 Rest Period

- (a) Employees must have a break from work ('rest period') of at least 10 consecutive hours between the commencement and cessation of overtime worked and recommencement/cessation of work at ordinary time.
- (b) Where an employee has worked overtime to such an extent that they have not had a rest period as set out in clause 54.3(a) then the employee must not be required to commence work at ordinary time until the employee has had time off for a rest period and is not to lose any pay in relation to that time off.
- (c) All time off work as set out in clause 54.3(a) is with pay at ordinary time.

54.4 Rate of Overtime

- (a) The appropriate rate of pay for overtime worked by an employee is:
 - (i) for work at any time from Monday to Saturday (inclusive) at the rate of single time and a half for the first 3 hours and at double time thereafter;
 - (ii) for work at any time on a Sunday, at the rate of double time; or
 - (iii) for work on a public holiday, at the rate of double time and a half.
- (b) An employee required to resume or continue work without having the rest period prescribed by clause 54.3(a), will be paid double time until released from duty or stood down.

54.5 Part-time Overtime

- (a) A part-time employee meeting the overtime eligibility requirements of clauses 54.1(b) and 54.1(c) who is requested and elects to undertake additional hours will be paid at ordinary time in respect of duty performed outside their agreed hours, subject to the duty:
 - (i) being within the span of hours;
 - (ii) not exceeding on any day a maximum of 7.5 hours or 7.35 hours from 8 October 2026; and
 - (iii) not exceeding in any week a maximum of 37.5 hours or 36.75 hours after 8 October 2026.

- (b) A part-time employee meeting the eligibility requirements of clause 54.2, who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates.
- (c) Where a part-time employee is regularly performing overtime the agreed hours may be reviewed and increased in line with the hours of overtime regularly being performed. The review should consider the ability of the employee to be able to complete the additional hours and whether there are other options to meet the additional hours.

Note: Approval for the payment of additional hours or overtime must be recorded and indicate whether the hours worked were by agreement (i.e. employee election or by direction of the CEO).

54.6 Minimum Payments (Separate Overtime)

- (a) Overtime work that is not continuous with ordinary time is subject to a minimum payment of 4 hours for each separate attendance.
- (b) Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.

54.7 Excess Travelling Time

- (a) Subject to clause 54.7(b) and 54.7(c) below, an employee who is required to report for duty at a place other than their normal place of employment is entitled to be paid for excess travelling time at the appropriate rate in accordance with clause 54.8.
- (b) Eligibility for payment or time off in lieu
 - (i) An employee who receives a salary that is at or below the first pay point of Jacana Level 3 is entitled to claim to be paid for excess travelling time.
- (c) Eligibility for time off in lieu only
 - (i) An employee who receives a salary in excess of the first pay point of Jacana Level 3 and below the top pay point of Jacana Level 3, is eligible to accrue time off in lieu at time for time (not paid overtime) that is to be taken within 3 months or as agreed with the Chief Executive Officer.
 - (ii) Any time off in lieu accrued under this clause cannot be taken as payment.
- (d) Payment for excess travelling time does not affect an employee's entitlement to any other allowance.

54.8 Rate of Payment for Excess Travelling Time

The appropriate rate of payment for excess travelling time is:

- (a) single time if travelling at any time from Monday to Saturday (inclusive); and
- (b) single time and a half if travelling at any time on a Sunday or public holiday.

54.9 Time Off in Lieu of Overtime Payment

- (a) An employee and their manager or supervisor may agree to the employee taking time off at the ordinary time rate instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Time off must be taken:
 - (i) within the period of 3 months after the overtime is worked; and
 - (ii) at a time or times within that period of 3 months agreed by the employee and employer.
- (c) If the employee requests at any time to be paid for overtime covered by clause 54.9(a), the employer must pay the employee at the overtime rate and salary applicable to the overtime when worked.
- (d) Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off or requested payment as per clause 54.9(c) within a period of 3 months, payment at the overtime rate according to the employee's salary at the time of payment will be made.
- (e) An employee who is to receive payment in accordance with clauses 54.9(c) and 54.9(d) and is promoted beyond the salary barrier for payment of overtime, will be paid at the salary rate applicable to the employee immediately prior to the employee's promotion.
- (f) The maximum amount of time off in lieu that can be accrued is 37.5 hours.

55. Meal Breaks and Overtime Meal Allowances

55.1 Employees will not be required to work for more than 5 continuous hours without a meal break of not less than half or more than one hour.

55.2 Work performed with prior approval in excess of such a period will be paid at overtime rates until a meal break commences, except where an employee chooses to defer such a meal break and work for a period not exceeding 6 hours continuous work, in which case no penalty payment will apply.

55.3 Overtime Meal Breaks and Allowances

- (a) There will be no meal break taken or meals supplied or payment in lieu unless the employee continues working after the time they become entitled to a meal break.
- (b) When a meal break is taken it will not be counted as time worked when calculating the entitlement to a second or subsequent meal break.

- (c) An employee who is required to work overtime after the end of ordinary duty, to the completion of or beyond a meal period without a break for a meal, will be paid a meal allowance in accordance with Schedule 2, in addition to any overtime.
- (d) A meal period means the following periods:
 - (i) 7.00 am to 9.00 am
 - (ii) 12 noon to 2.00 pm
 - (iii) 6.00 pm to 7.00 pm
 - (iv) Midnight to 1.00 am
- (e) An employee who:
 - (i) after the completion of ordinary time for the day is required to perform extra duty up to the completion of or beyond the meal period next occurring, without a meal break;
 - (ii) is required after the completion of ordinary time for the day to perform extra duty after a meal break which occurs after that completion and is not entitled to payment for that break;
 - (iii) is required before the commencement of ordinary time for the day to perform extra duty before a meal break which occurs before that commencement and is not entitled to payment for that break; or
 - (iv) is required to perform duty on a Saturday, Sunday, public holiday or rostered day off (in addition to their normal weekly hours of duty) extending beyond a meal break and is not entitled to payment for that meal break.
- (f) Will be paid a meal allowance, in addition to overtime (if any) at such rate as determined in Schedule 2 on each occasion that the employee is entitled to a meal break in accordance with this clause, except where the employee has been advised by their manager at least the day before the overtime is worked, that the amount of overtime to be worked will necessarily invoke the meal break provisions of this clause.

56. Restrictive Duty – On Call/Overtime Provisions

- 56.1 An employee may be required to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty, subject to payment under this clause.
- 56.2 Payment will be made subject to the following conditions:
 - (a) unless otherwise approved by the CEO (consistent with provisions set out in clause 54.1(c) an employee paid a salary that exceeds the Jacana Level 3 top of range, or who is in receipt of an allowance in lieu of overtime is not eligible to be paid anon call allowance or for overtime worked;

- (b) the on call situation is imposed by prior written direction, or is subsequently approved in writing; and
- (c) an employee who does not maintain a required degree of readiness while restricted will not be eligible to receive payment.

56.3 Payment rates

- (a) An employee who is instructed prior to ceasing ordinary duty, to remain contactable and available to perform extra duty outside of the employee's ordinary hours of duty will, subject to clause 56.2, be paid an on call allowance at a rate specified in accordance with Schedule 2.
- (b) The on call allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.
- (c) Any part of a period of restriction for which the employee receives another payment will not be included for calculating on call allowance.
- (d) An employee who is restricted and who is required to perform duty, but is not required to be recalled to a place of work, will be paid overtime, subject to a one hour minimum payment.
- (e) An employee who is restricted and who is recalled to duty at a place of work, will be paid in accordance with the relevant overtime provisions, subject to a 3 hour minimum payment.
- (f) For the purposes of clauses 56.3(d) and 56.3(e), where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- (g) Notwithstanding these payment rate provisions, an employee who is placed in a restriction situation outside of the employee's ordinary hours of duty may be paid at an alternative rate approved by the employer, having regard to the circumstances of the restriction situation.

PART 7– TYPES OF LEAVE AND PUBLIC HOLIDAYS

57. Public Holidays

- 57.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 57.2 An employee will observe any day proclaimed or gazetted as a public holiday.
- 57.3 Payment for work on a public holiday is specified in clause 54 (Overtime).

58. **Christmas Closedown**

58.1 The CEO will consult with relevant employees where Jacana Energy, or part of Jacana Energy, will close down for a nominated period and where the closedown will occur provided that:

- (a) unless otherwise agreed by the parties, at least 3 months' notice in writing is given to employees prior to the closedown period; and
- (b) the nominated period covers Christmas and New Year period.

58.2 Closedown may apply to part of Jacana Energy where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:

- (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
- (b) if no volunteers are forthcoming, directing employees with at least 2 months' notice to cover the closedown period.

Christmas Closedown leave

58.3 Employees (excluding casuals) will be granted paid Christmas closedown leave for the number of days needed to cover an Agency's closedown period between Christmas and New Year's Day, subject to the provisions of this clause.

58.4 Where an Agency's closedown period is outside of the period nominated in clause 58.3, employees must use recreation leave, time off in lieu or flextime credits, provided that:

- (a) employees who will not be able to accrue enough leave credits to cover the additional closedown period (i.e. outside the time between Christmas to New Year's Day), may be offered by the CEO, to work additional hours to enable sufficient time off in lieu or flextime credits to be accrued to cover any required period or offered alternate work within Jacana Energy that is relevant to the employees' skills and capability.

Note: Alternate work only applies to cover closedown days outside the Christmas to New Year's Day period. Where an agency is closedown between Christmas to New Year's Day, the employee must be granted Christmas closedown leave.

- (b) if an employee has insufficient recreation leave credits, time off in lieu or flextime credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.
- (c) where Jacana Energy, or part of Jacana Energy does not close down, the employee on recreation leave or long service leave will be entitled to Christmas closedown leave in accordance with clause 58.3.

- 58.5 If an employee (excluding casuals) is required to work ordinary hours during the period between Christmas and New Year's Day due to operational reasons, the employee will be able to bank 22 hours and 30 minutes (pro-rata for part-time employees) for Christmas closedown leave on the following conditions:
- (a) banked leave must be taken within the following 12 months;
 - (b) cannot be taken at half pay;
 - (c) time taken will be paid at the employee's base salary including any allowance that counts as salary for all purposes and include, for shiftworkers penalty payments that would have been paid for the rostered hours on that day (i.e. the day the banked leave is taken);
 - (d) when leave can be taken will be subject to the agency's operational requirements, however applications to utilise banked time must not be unreasonably refused; and
 - (e) banked leave does not accumulate from year to year and is not paid out on cessation of employment.
- 58.6 Employees who are on paid parental leave, or any form of leave without pay spanning over the Christmas and New Year period, are not eligible for Christmas closedown leave.
- 58.7 Christmas closedown leave, including banked leave, does not attract recreation leave loading.
59. **Compassionate Leave**
- 59.1 An employee may take up to 5 days of compassionate leave for each occasion when:
- (a) a member of the employee's immediate family or household:
 - (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) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 59.2 An employee may take up to 3 days of compassionate leave on each occasion of the death of a member of the employee's extended family.
- 59.3 An employee may take up to 3 days of compassionate leave if they or their partner experiences a miscarriage.
- 59.4 Compassionate leave is paid leave, except for casual employees where it is provided without pay.
- 59.5 Compassionate leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.

59.6 The CEO may approve an additional period of unpaid compassionate leave on request.

59.7 Notice and evidence requirements

- (a) An employee must provide the CEO with notice of the taking of compassionate leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- (b) Subject to clause 59.7(c), the CEO may require an employee to produce documentary evidence of the need for compassionate leave.
- (c) In relation to leave under clause 59.3 (miscarriage), the employee must produce a medical certificate from a medical practitioner stating that the employee's pregnancy or their partner's pregnancy has ended.

59.8 Compassionate Leave whilst on recreation leave

- (a) Subject to the requirements in clause 59.7 and the recreation leave provisions, an employee may access paid compassionate leave during periods of recreation leave.
- (b) Where recreation leave had previously been approved on half pay, any compassionate leave granted will be at full pay and recreation leave previously taken at half pay will be recredited.

For example: An employee who accesses 3 days compassionate leave will have 1.5 days of recreation leave recredited.

60. Long Service Leave

Interpretation

- 60.1
- (a) For the purposes of this clause "month" means:
 - (i) when calculating or using a whole month, a calendar month; or
 - (ii) when calculating or using a fraction of a month, 30 calendar days;
 - (b) "recognised employer" means an employer who is determined by the Commissioner to be a recognised employer;
 - (c) "qualifying service" means the period of actual service with the Northern Territory Public Sector and/or a recognised employer.
 - (d) "service" means duty performed including approved periods of paid leave and periods of unpaid leave which have been specified as counting as service for all purposes.

60.2 Entitlement

- (a) An employee, including a casual employee, is entitled to paid long service leave:
 - (i) of 3 calendar months after completing 10 years of continuous service;and

- (ii) for service after 10 years an additional 9 calendar days on completion of each subsequent year of continuous service.

60.3 Maximum credit

- (a) Subject to clause 60.3(c), an employee is required to use a long service leave entitlement within 3 years of:

- (i) the 10 year entitlement accruing; or
- (ii) the 11 to 20 year entitlement accruing;

provided that the CEO and the employee may agree to temporarily defer the leave to meet special circumstances which will include, but not be limited to, agency and/or personal needs.

- (b) An employee who has not obtained approval from the CEO to delay the utilisation of their long service leave beyond the 3 year limit specified in clause 60.3(a) will:

- (i) be directed by the CEO to utilise the 10 year long service leave entitlement from a date which suits the needs of the agency; or
- (ii) have the 10 year long service leave entitlement cashed out from the date determined in clause 60.3(b)(i).

- (c) Nothing in this section will require an employee:

- (i) to use their entitlement where the employee was aged 45 years, or over at 7 March 1999 and was then employed in the NTPS and remained in that employment; or
- (ii) to use their entitlement where, on 7 March 1996, the employee has accrued 20 years of service; or
- (iii) to use their accrued entitlement for the twenty-first and subsequent years of service.

60.4 Effect of leave on entitlement

- (a) The following types of leave without pay do not count as service for long service leave purposes:

- (i) personal leave not covered by medical evidence;
- (ii) full time union duties with an employee organisation representing Northern Territory Public Sector employees; and
- (iii) any other forms of leave specified in the Agreement as not counting as service.

but do not break continuity of service, unless the Commissioner determines otherwise.

- (b) Effect of workers compensation
 - (i) An absence covered by workers' compensation will not break continuity of service but will not count as service for the purpose of accrual; and
 - (ii) an employee cannot take long service leave during a period of worker's compensation.

60.5 Full and part-time service

- (a) Employees with a combination of separate periods of:
 - (i) service rendered in a full time capacity; and
 - (ii) service rendered in less than a full time capacity;will have their long service leave entitlement recorded separately for each period of service, but will be entitled to utilise long service leave after completing 10 years of combined service.
- (b) Any service in a less than full time capacity which is concurrent with service in a full time capacity will be excluded.

60.6 Granting of long service leave

- (a) The CEO may, upon application and subject to agency requirements, grant an employee long service leave on either:
 - (i) full pay, to the extent of available entitlements at the time of commencing leave; or
 - (ii) half pay, provided that the leave will not exceed twice the entitlement available pursuant to clause 60.6(a)(i) provided that the leave taken is in multiples of 3 calendar days and a minimum of 7 calendar days both of full time equivalent; or
 - (iii) full pay, providing at least half the entitlement applied for is to be utilised as leave, with the balance of the amount applied for to be paid out in lieu.
- (b) Long service leave will be granted in months and tenths of a month provided that an employee will not be granted a period of leave of less than 7 calendar days;
- (c) notwithstanding clause 60.6(b), the CEO may grant an employee employed in a teaching capacity, or school based administrative capacity, long service leave for a period of less than 7 days.
- (d) An employee will not in separate applications apply for periods of long service leave that are separated by a Saturday, Sunday or public holiday.

60.7 Payment during leave

- (a) An employee who is on long service leave is entitled to be paid the ordinary salary payable in relation to his or her designation and in this context “salary” includes:
 - (i) qualifications allowances;
 - (ii) allowances expressed as all purpose allowances under the relevant Award or Enterprise Agreement;
 - (iii) higher duties allowance in so far as the allowance would have been paid but for the employee's absence;
 - (iv) Northern Territory Allowance where the employee, or a recognised dependent of the employee, remains in the Northern Territory; and
 - (v) any other allowance determined by the Commissioner to form salary for the purposes of long service leave; but
 - (vi) “salary” will not include shift penalties or allowances paid in lieu of shift penalties as part of salary.
- (b) Payment of long service leave for an employee who has a long service leave entitlement based on:
 - (i) only full time service, will be at the employee’s current rate of salary for their designation;
 - (ii) only less than the full time service, with:
 - A. consistent hours of work per week will be the employee’s current rate of salary for their designation, reduced to an hourly rate, multiplied by the fixed hours of work per week;
 - B. varying hours of work per week will be at the employee’s current rate of salary for their designation, reduced to an hourly rate, multiplied by the average hours of work per week. The average weekly hours will be calculated over the period of service; or
- (c) a combination of clause 60.7(b)(i) full-time credits, and clause 60.7(b)(ii) less than full-time credits, will be paid in accordance with the credit being used and the methods of payment prescribed in sub-clause 60.7(b)(i) and/or clause 60.7(b)(ii).

60.8 No additional days

Weekends, public holidays, programmed days off and rostered days off are a part of long service leave and do not extend the period of leave.

60.9 Illness during leave

Where an employee becomes ill or is injured during a period of long service leave and the illness or injury is supported by medical evidence:

- (a) the CEO may grant personal leave in accordance with clause 67.7 and authorise the equivalent period of long service leave to be re-credited; and
- (b) where long service leave had previously been approved on half pay, any personal leave granted in lieu shall also be at half pay based on an employee's ordinary hours of duty

Note: Payment of a long service leave entitlement under clause 60.7(b) at a different rate to the employee's contracted or agreed hours of duty does not change the employee's 'ordinary hours of duty' (i.e. full-time or part-time) referred to in clause 60.9(b).

60.10 Prior service

- (a) The CEO may recognise an employee's prior service with a recognised employer, as determined by the Commissioner, for long service leave purposes, after their service with a recognised employer(s) to be counted as service for the purpose of this clause provided that:
 - (i) where the break in service between the recognised employer(s) does not exceed 2 months:
 - A. the period of the break does not break the continuity of employment, but it does not count as service; and
 - B. after 10 years qualifying service within any continuous period of employment, the employee entitled to paid long service leave of 3 calendar months; or
 - (ii) where the break in service between the recognised employer(s) exceeds 2 months, but does not exceed 12 months:
 - A. the period of the break does not break the continuity of employment, but does not count as service; and
 - B. after 10 years qualifying service within any continuous period of employment, the employee is entitled to paid long service leave of 9 calendar days for each completed year of current service with the Northern Territory Public Sector only; and
 - (iii) Breaks in service between recognised employers of greater than 12 months will break continuity of employment for all purposes.
- (b) The Commissioner may, in special circumstances, treat prior service under clause 60.10(a)(ii) as if it were prior service under clause 60.10(a)(i).
- (d) Subject to clauses 60.10(a), 60.10(a)(iii) and 60.10(b):
 - (i) prior service with recognised employer(s) will be credited at the rate of 9 calendar days for each year of service, less any long service leave utilised or payment made in lieu, unless payments from a recognised

- employer exceed Northern Territory Public Sector calculations, in which case the excess will be disregarded; or
- (ii) where prior service with the Northern Territory Public Sector or its predecessor employers accrued at the rate of 12 calendar days per month, the period of prior service will be credited at the rate of 12 calendar days per month for each year of continuous prior service only.
- (e) An application under clause 60.10(a) in relation to prior service with a recognised employer will be made in writing to the CEO and will be accompanied by a statement signed by or on behalf of the recognised employer setting out:
- (i) the date of commencement of the prior service and date of cessation of employment;
 - (ii) the nature of the prior service (e.g. full-time, part-time or casual);
 - (iii) the hours for each period of employment;
 - (iv) the period of service in relation to which long service leave has been taken or for which a lump sum payment in lieu has been paid, including gratuity payments based on length of service; and
 - (v) details of periods which did not count as service.
- (f) An application under clause 60.10(a) in relation to prior service with an employer other than a recognised employer will be made in writing to the CEO and will be accompanied by a statement setting out:
- (i) the proper name of the employer;
 - (ii) reference to the authority (either an Act or Regulation) under which the employer is or was constituted;
 - (iii) the designation, classification or description of the position held by the applicant;
 - (iv) the applicant's date of commencement and cessation of duty;
 - (v) the nature of the employment (e.g. full-time, part-time or casual);
 - (vi) the hours of work for each period of employment;
 - (vii) the period of service (if any) for which long service leave has been taken by the employee or in relation to which a lump sum payment has been made to the employee including gratuity payments based on length of service; and
 - (viii) details of periods which did not count as service.

60.11 Unrecorded prior service

(a) Where an application is made under this clause in relation to a period with respect to which records are not available, the application will be supported by:

- (i) a statement signed by the applicant; and
- (ii) two statements signed by each of 2 other persons who were associated with the applicant during the relevant period or periods,

setting out as precisely as possible details of the applicant's employment in relation to the period or periods in question and in particular:

- (iii) individual periods of service (month to month);
- (iv) the nature and location of service (and if more than one each one);
- (v) the person who supervised the employee and the persons who provide the statements referred to in clause 60.11(a)(ii);
- (vi) the period of service (if any) for which long service leave has been taken by the employee or in relation to which a lump sum payment has been made to the employee including gratuity payments based on length of service;
- (vii) details of periods which did not count as service; and
- (viii) any other relevant information.

(b) normally the requirements specified in clause 60.11(a) are minimum requirements but where an applicant cannot satisfy the requirements set out in that clause, any other evidence such as taxation payment summaries or other independent documentary evidence may be submitted to assist in consideration of the application.

(c) where specific dates are not provided, unrecorded prior service will be calculated from the fifteenth day of a month and/or to the fifteenth day of a month.

(d) Where the claim substantially conforms to the requirements of clause 60.11(a) or where a claim does not conform to the requirements of clauses 60.11(a) or 60.11(b), the claim will be determined by the CEO. Otherwise the application will be forwarded to the Commissioner together with the accompanying documents for consideration by the Commissioner.

60.12 Payment in lieu of prior service

Where the employee has received a lump sum payment in lieu of long service leave in relation to prior service the employee will not be permitted to pay the amount so received or any portion of the amount to the Territory for the purposes of obtaining an entitlement to long service leave from the Territory.

60.13 Entitlement restricted to one employer

Where an employee has prior service with more than one recognised employer at the same time, the employee may aggregate the time served so long as the time claimed for

the purposes of service for long service leave does not exceed the total weekly hours normally applicable in relation to work of the kind in question.

60.14 Payment in lieu

- (a) The CEO shall authorise payment in lieu of an accrued entitlement to an employee who has at least 10 years' service and is ceasing their employment.
- (b) An employee will be eligible for payment in lieu on cessation of employment, after one year of service:
 - (i) when retired under the provisions of section 48 of the Act;
 - (ii) when ceasing on or after attaining 55 years of age;
 - (iii) on redundancy; or
 - (iv) on death.
- (c) Where an employee dies or, after consideration of all the circumstances the Commissioner has directed that an employee will be presumed to have died on a particular date, the CEO may authorise payment in lieu of long service leave, calculated in accordance with clause 60.14(c):
 - (i) to the employee's legal personal representative; or
 - (ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.
- (d) Salary for calculation of any payment in lieu will not include:
 - (i) shift penalties or allowances in lieu;
 - (ii) Northern Territory allowance; and
 - (iii) any allowance paid as a compensatory allowance.
- (e) The following formula will be used to calculate payment in lieu:

$$([A \times 0.3] \text{ minus } B) \times \frac{C}{12}$$

where

A = completed years and months of service expressed as a fraction

B = any leave granted and/or previous payments made in lieu

C = annual salary

- (f) The following formula will be used to convert weekly wages to annual salary:

$$\text{weekly wage} \times \frac{313}{6}$$

60.15 Payment on resignation or completion of contract - less than 10 years' service

Note: this provision does not apply on termination of employment due to discipline, inability (other than medical) or unsatisfactory performance.

The CEO shall authorise a special entitlement to payment in lieu of long service leave to an employee on resignation or completion of contract of employment, as follows:

- (a) 2.5 calendar days after 7 completed years of service;
- (b) 45 calendar days after 8 completed years of service; or
- (c) 67.5 calendar days after 9 completed years of service.

Payment under this clause will be calculated using the following formula:

$$\frac{\text{calendar days}}{30} \quad \times \quad \frac{\text{annual salary}}{12}$$

61. **Parental Leave**

This clause sets out all entitlements in relation to parental leave and applies in conjunction with the NES.

61.1 Application

Full-time, part-time and eligible casual employees are entitled to parental leave if the leave is associated with:

- (a) the birth of a child of the employee or the employee's spouse (including the birth of a child by way of a surrogacy arrangement);
- (b) the placement of a child with the employee for adoption; or
- (c) the placement of a child with the employee under a long term or permanent care order; and

the employee has or will have responsibility for the care of the child.

61.2 Definitions

For the purpose of this clause:

- (a) **child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate; or
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with the employee; or
 - (iii) in relation to a long term or permanent care order related leave, a child (or children) who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*, and who

will be placed with the employee under a long term or permanent care order.

- (b) **continuous service** means the employee's continuous period of employment with the employer and, where relevant, a continuous period of employment within an agency for the purposes of the *Financial Management Act 1995* that immediately preceded NTPS employment (i.e. no break in service between employment). An employee's service will be continuous despite any periods of authorised paid leave, or periods of authorised unpaid leave that are expressly stated as counting for the purposes of service by a term or condition of employment, or by a law of the Commonwealth or the Northern Territory.

Where an employee is employed under 2 or more separate contracts of employment at the same time, as permitted under section 38A of the PSEM Act, and the employee requires parental leave under each contract, *continuous service* will be determined with respect to the total period of service with the employer.

- (c) **day of placement** in respect to the adoption of a child, or the commencement of a long term or permanent care order, means the earlier of the following days:

- (i) the day on which the employee first takes parental responsibility for the child; or
- (ii) the day on which the employee starts any travel that is reasonably necessary to take parental responsibility for the child.

- (d) **eligible casual employee** means a casual employee who has been engaged by the employer on a regular and systematic basis for a period of:

- (i) at least 12 months; or
- (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and:
 - A. the employer terminated the previous engagement;
 - B. the employee was re-employed within 3 months after termination of the previous engagement; and
 - C. the total employment period (i.e. the current employment and previous engagement) is at least 12 months.

- (e) **medical certificate** means a certificate signed by a medical practitioner.

- (f) **medical practitioner** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.

- (g) **NTPS employee couple** means an employee under this Agreement whose spouse is employed within an agency for the purposes of the PSEM Act and/or the *Financial Management Act 1995* and who both intend to combine their employer's paid parental leave entitlements in accordance with clause 61.10.

- (h) **primary caregiver** means the person who is the primary carer of a child at and immediately following the time of birth or day of placement of a child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary caregiver on any particular day. In most cases, the primary caregiver will be the birth giver or the initial primary carer of a newly adopted child.

61.3 Summary of parental leave entitlements

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
Primary caregiver parental leave (clause 61.8)	Less than 39 weeks or eligible casual employee	Nil	52 weeks	52 weeks
	Between 39 weeks and 12 months	Between 1 and 14 weeks*	Between 38 and 51 weeks	52 weeks
	At least 12 months	14 weeks	142 weeks	3 years
	At least 4 years and 35 weeks	Between 15 and 18 weeks*	Between 138 and 141 weeks	3 years
	At least 5 years	18 weeks	138 weeks	3 years
	<i>*Note: The amount of paid leave for employees with less than 12 months or 5 years (whichever is applicable) depends on the employee's continuous service at commencement of parental leave and the employee achieving the service requirements during the first 14 or 18 weeks of parental leave. The formula in clause 61.8 to be used to calculate the amount of pro rata leave.</i>			
Partner leave (clause 61.8(d)(ii))	Less than 12 months or eligible casual employee	Nil	52 weeks	52 weeks
	At least 12 months	1 week	155 weeks	3 years
	At least 5 years	2 weeks	154 weeks	3 years
Pre-natal leave (clause 61.4)	All employees (excludes casuals)	8 hours		8 hours
Leave for pregnancy-related illness (clause 61.5)	All employees	<i>(No paid leave under parental leave. Employee can elect to use accrued paid personal leave entitlements)</i>	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
No safe job leave (clause 61.6)	Where an employee is not entitled to primary caregiver parental leave	Nil	For the entire risk period (as defined in clause 61.6)	For the entire risk period (as defined in clause 61.6)
	Where an employee is	For the entire risk period (as		For the entire risk period (as

Type of parental leave	Eligibility (continuous service)	Paid leave	Unpaid leave	Total
	entitled to primary caregiver parental leave	defined in clause 61.6)		defined in clause 61.6)
Pre-adoption leave/ permanent care order application (clause 61.7)	Less than 12 months service or eligible casual employees	Nil	2 days	2 days
	At least 12 months service	2 days		2 days
Special maternity leave (miscarriage) (clause 61.11(b))	All employees	Compassionate leave is available (<i>Accrued paid personal leave may be available</i>)	The period a medical practitioner certifies as necessary	The period a medical practitioner certifies as necessary
Special maternity leave (stillbirth) (clause 61.11(c))	All employees	As for Primary caregiver parental leave Compassionate leave is also available	As for Primary caregiver parental leave	As for Primary caregiver parental leave

61.4 Pre-natal leave

- (a) A pregnant employee or an employee whose spouse is pregnant (excludes casuals) may access paid pre-natal leave totalling 8 hours per pregnancy, to enable the employee to attend pre-natal medical appointments associated with the pregnancy. Casuals are entitled to 8 hours unpaid leave per pregnancy.
- (b) An employee must comply with the notice and evidence requirements set out in clause 61.12 to access pre-natal leave.

61.5 Leave for pregnancy-related illness

- (a) A pregnant employee who has not yet commenced primary caregiver parental leave is entitled to unpaid leave for a pregnancy-related illness.
- (b) An employee is entitled to take such period of leave as a medical practitioner certifies as necessary.
- (c) The period of leave taken because the employee has a pregnancy related illness will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.
- (d) An employee may elect to use their accrued paid personal leave entitlements instead of taking unpaid leave.

- (e) Leave for a pregnancy related illness must end before the employee starts primary caregiver parental leave.

61.6 Transfer to an appropriate safe job

- (a) This clause applies where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue their present work for a stated period (the risk period).
- (b) The CEO will (if there is an appropriate safe job available and if reasonably practicable) transfer the employee to an appropriate safe job during the risk period.
- (c) Unless agreed by the employee, an employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (d) During the risk period, the employee is entitled to the employee's full rate of pay (for the position they were in before the transfer) for the hours that the employee works in the risk period. For this clause, full rate of pay is as defined in section 18 of the FW Act.
- (e) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (f) An employee is entitled to paid no safe job leave for the risk period, or part thereof, that the employee does not work, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is entitled to primary caregiver parental leave in association with the pregnancy and birth; and
 - (iii) the employee has complied with the notice and evidence requirements set out in clause 61.12 for taking primary caregiver parental leave.
- (g) An employee is entitled to unpaid no safe job leave for the risk period, or part thereof, if:
 - (i) there is no appropriate safe job available, or it is not reasonably practicable to transfer the employee;
 - (ii) the employee is not entitled to primary caregiver parental leave in association with the pregnancy and birth (i.e. a pregnant casual employee who does not meet the definition of eligible casual employee); and
 - (iii) if required by the CEO, the employee has given the CEO evidence that would satisfy a reasonable person of the pregnancy.

- (h) If an employee is transferred to an appropriate safe job to work ordinary hours less than their usual ordinary hours during the risk period, the employee is entitled to paid or unpaid no safe job leave for the balance of their usual ordinary hours (subject to the requirements for those forms of leave being met).

61.7 Pre-adoption or permanent care order application leave

- (a) An employee seeking to adopt a child is entitled to take 2 days pre-adoption or permanent care order application leave for the purposes of attending interviews or examinations required:
 - (i) in order to obtain approval for the employee’s adoption of a child; or
 - (ii) when making an application for a permanent care order.
- (b) Leave may be taken as a block of 2 days or any separate periods as agreed between the employee and the CEO.
- (c) Pre-adoption or permanent care order application leave is paid leave, except for employees with less than 12 months continuous service or for casual employees where it is provided without pay.
- (d) An employee must comply with the notice and evidence requirements set out in clause 61.12 to access pre-adoption leave.

61.8 Primary caregiver parental leave

- (a) Primary caregiver parental leave is available to full-time, part-time and eligible casual employees who will be the primary caregiver of the child.
- (b) Entitlement to primary caregiver parental leave
 - (i) An eligible casual employee is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (ii) An employee with less than 39 weeks continuous service at the time of commencing parental leave is entitled to up to 52 weeks unpaid primary caregiver parental leave.
 - (iii) Subject to clause 61.8(b)(v), an employee with at least 39 weeks continuous service but less than 4 years and 35 weeks continuous service, at the time of commencing parental leave is entitled to primary caregiver parental leave, comprising of [A] and [B] below:
 - A. paid leave according to the following formula, up to a maximum of 14 weeks:

Number of weeks continuous service	-	38	=	Number of weeks paid parental leave (up to a maximum of 14 weeks)
------------------------------------	---	----	---	---

- B. unpaid leave for the remaining balance of the following total leave periods:
- 1) 52 weeks for employees with less than 12 months continuous service; or
 - 2) 3 years for employees with 12 months continuous service or more.

Note: Employees with 12 months continuous service will be entitled to 14 weeks paid and 142 weeks unpaid primary caregiver parental leave.

Examples:

Employee with 50 weeks continuous service at the time of birth receives 12 weeks paid leave (50-38=12) and 40 weeks unpaid leave (52-12=40).

Employee with 2 years continuous service at the time of birth receives 14 weeks paid leave (104-38=66, but the 14 week maximum applies) and 142 weeks unpaid leave (156-14=142).

- (iv) Subject to clause 61.8(b)(vi), an employee with at least 4 years and 35 weeks continuous service at the time of commencing parental leave is entitled to up to 3 years primary caregiver parental leave, comprising of A and B below:

- A. Paid parental leave according to the following formula, up to a maximum of 18 weeks:

Continuous service at commencement of Parental leave:	Total number of weeks paid parental leave:
4 years 35 weeks	15
4 years 36 weeks	16
4 years 37 weeks	17
4 years and 38 or more weeks	18

- B. Unpaid parental leave for the remaining balance of the total leave period up to 3 years.

Note: All employees with 5 years continuous service will be entitled to 18 weeks paid and 138 weeks unpaid primary caregiver parental leave.

Examples:

Employee with 4 years and 35 weeks continuous service at the time of birth receives 15 weeks paid leave and 141 weeks unpaid leave (156-15=141).

Employee with 4 years and 36 weeks continuous service at the time of birth receives 16 weeks paid leave and 140 weeks unpaid leave (156-16=140).

- (v) Employees with at least 39 weeks but less than 12 months continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 61.8(b)(iii), provided they will achieve 12

months continuous service during the first 14 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 12 months continuous service, any primary caregiver parental leave paid will be an overpayment and managed in accordance with recovery of overpayments procedures.

- (vi) Employees with at least 4 years and 35 weeks but less than 5 years continuous service at the time of commencing parental leave, will receive paid primary caregiver leave upon commencement of their parental leave, in accordance with clause 61.8(b)(iv), provided they will achieve 5 years continuous service during the first 18 weeks of their primary caregiver parental leave. Where the employee ceases employment (e.g. resigns) before achieving 5 years continuous service, any primary caregiver parental leave paid greater than 14 weeks will be an overpayment and managed in accordance with recovery of overpayment procedures.

Note: Parental leave cannot be granted beyond a date which, but for the grant of leave, would have been the employee's cessation date or end of fixed period employment contract to accommodate achieving service requirements for paid parental leave entitlements.

- (vii) For the avoidance of doubt, only one parent of an NTPS employee couple is entitled to receive primary caregiver parental leave in respect to the birth, adoption or long term or permanent care placement of their child.

(c) Commencement of primary caregiver parental leave

Primary caregiver parental leave will commence in accordance with the following table:

Type of parental leave	Commencement of primary carer parental leave
Associated with the birth of a child	Any time within 6 weeks immediately prior to the expected birth of the child as nominated by the pregnant employee but no later than the date of birth of the child.
Associated with the adoption of a child, or the placement of a child under a permanent or long term care order	Any time within the 2 weeks immediately before the placement but no later than the day of the placement.
All other cases	The date of birth or the placement.

(d) Exemptions to primary caregiver parental leave

- (i) An employee is not entitled to primary caregiver parental leave in circumstances where:
 - A. the employee's spouse (whether an NTPS employee or not) meets the definition of 'primary caregiver' as set out in clause 61.2 or

- B. the employee has taken (or is eligible for) partner leave entitlements under clause 61.9 in relation to the child.

Note: It is not intended for an employee to access primary caregiver leave where they are providing spousal support in circumstances where their spouse, the birth giver, had a caesarean section. There will be exceptions, for example, where the birth giver suffers a post-natal medically certified condition that prevents them from caring for their new born child, but not where they voluntarily choose not to.

- (ii) For the avoidance of doubt, only one parent can receive primary caregiver parental leave in respect to the birth or placement of the child.

61.9 Partner leave

Partner leave is available where an employee has or will have parental responsibility for the care of their child but is not the primary caregiver. (*Note: 'primary caregiver is defined in clause 61.2(h)*).

(a) Entitlement to partner leave

- (i) An employee with less than 12 months continuous service at the time of commencing partner leave, or an eligible casual employee, is entitled to up to 52 weeks unpaid partner leave.
- (ii) An employee who has completed at least 12 months continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:
 - A. 1 week paid partner leave, and
 - B. 155 weeks unpaid partner leave.
- (iii) An employee who has completed at least 5 years continuous service at the time of commencing partner leave is entitled to up to 3 years partner leave, comprising of:
 - A. 2 weeks paid partner leave, and
 - B. 154 weeks unpaid partner leave.

(b) Taking partner leave

- (i) Partner leave may commence up to one week prior to the expected date of birth or placement of the child (unless the CEO agrees to an alternative arrangement).
- (ii) Partner leave must not extend beyond the following periods:
 - A. In the case of an employee with less than 12 months continuous service at the time of commencing partner leave, or eligible casual employees: 24 months from the date of birth or placement of the child.

- B. In the case of an employee with at least 12 months continuous service at the time of commencing partner leave: 3 years from the date of birth or placement of the child.
- (iii) In the first 12 months from date of birth or day of placement of the child, an employee may take up to 8 weeks of their total partner leave entitlement in clause 61.9(a) in separate periods, but each block of partner leave must not be less than 2 weeks, unless the CEO agrees otherwise.
- (iv) An employee must comply with the notice and evidence requirements set out in clause 61.12 in order to access partner leave.

Note: Partner leave must be taken in a single continuous period unless the employee is accessing clause 61.9(b)(iii) or the combined parental leave provisions in clause 61.10.

- (c) Paid partner leave – change in carer responsibilities within certain time period
 - (i) An employee who has completed at least 12 months of continuous service at the time of commencing parental leave (and who is not entitled to combined parental leave under clause 61.10) is entitled to have a portion of their unpaid partner leave paid in the following circumstances:
 - A. the employee’s spouse is the primary caregiver at and immediately following the birth or placement of the child;
 - B. the employee’s spouse has ceased to be the primary caregiver before the child is 14 weeks old or within 14 weeks from the day of placement (in the case of an employee with at least 5 years continuous service: before the child is 18 weeks old or within 18 weeks from day of placement);
 - C. as a consequence of the employee’s spouse no longer being the primary caregiver, the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child’s physical needs more than anyone else; and
 - D. the employee has complied with the notice and evidence requirements set out in clause 61.12.
 - (ii) The portion of their unpaid partner leave that the employee is entitled to be paid is equivalent to the period between the date on which the employee took over caring responsibilities for the child from the employee’s spouse and:
 - A. for employees with at least 12 months but less than 5 years continuous service: 14 weeks from the birth or placement of the child; or
 - B. for employees with at least 5 years continuous service: 18 weeks from the birth or placement of the child.

61.10 Combined parental leave

- (a) an NTPS employee couple may elect to combine their parental leave entitlements (excludes payments under the Commonwealth parental leave pay scheme) provided that:
 - (i) each employee has completed a minimum of 12 months continuous service at commencement of their respective parental leave and is eligible for up to 3 years parental leave;
 - (ii) each employee is eligible for paid parental leave; and
 - (iii) combining parental leave entitlements does not extend the maximum period of leave entitlement.
- (b) Combined parental leave is subject to the following requirements:
 - (i) compliance with the notice and evidence requirements for taking parental leave set out in clause 61.12;
 - (ii) a maximum of 2 interchanges of employees sharing combined parental leave; and
 - (iii) evidence that parental leave will be utilised by both members of the NTPS employee couple.
- (c) For the avoidance of doubt, where an NTPS employee couple combines their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, that employee will be paid their ordinary rate of pay for the period of leave.

61.11 Special maternity leave

- (a) An employee who has not yet commenced primary caregiver parental leave is entitled to special maternity leave in circumstances where the employee's pregnancy ends other than by the birth of a living child.
- (b) Miscarriage – end of a pregnancy during the first 20 weeks of pregnancy
 - (i) In the event of a miscarriage, an employee may access unpaid special maternity leave for such period as a medical practitioner certifies as necessary.
 - (ii) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
 - (iii) An employee may also be eligible for paid compassionate leave in accordance with clause 59.

- (c) Stillbirth – end of a pregnancy after 20 weeks or as otherwise provided in section 77A(2) of the FW Act
 - (i) In the event of a stillbirth, an employee may access their primary caregiver parental leave entitlements (clause 61.8) as if the child had been born alive.
 - (ii) An employee may also access compassionate leave in accordance with clause 59.

61.12 Notice and evidence requirements

- (a) An employee must give the CEO the required notice and evidence in accordance with the below table in order to access parental leave.
- (b) An employee who fails to give the required notice in respect to parental leave will not be in breach of this clause if the failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence required must be provided as soon as practicable.

	Timeframe to provide notice	Types of notice required	What must be included in the notice
Primary caregiver parental leave (clause 61.8) and partner leave (clause 61.9)			
Intention to take primary caregiver leave or partner leave	10 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO)	Confirmation that the employee intends to take leave and the proposed start and end dates.
Prior to commencement of the primary caregiver leave or partner leave	4 weeks prior to commencement date of leave	Written notice and evidence that would satisfy a reasonable person, that the leave is being taken for the purpose requested (this may include medical certificate if requested by the CEO) And a <u>statutory declaration</u>	Written notice: confirmation of the intended start and end dates of the leave (unless it is not practicable to do so); and <u>if the leave is birth related leave:</u> the date of birth, or expected date of birth of the child; or <u>if the leave is adoption/permanent care order related leave:</u> the day of placement, or

	Timeframe to provide notice	Types of notice required	What must be included in the notice
			<p>the expected placement, of the child.</p> <p>Statutory declaration: if the request is for <u>primary caregiver leave</u>: a statement that the employee will become the primary caregiver at all times while on leave; or if the request is for <u>partner leave</u>: a statement that the employee will have responsibility for the care of the child at all times while on leave.</p>
Pregnancy related illness (clause 61.5)			
All circumstances	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	<p>Written notice: the proposed start and end date of the leave</p> <p>Medical certificate: stating the employee is unfit for work for the stated period because of a pregnancy-related illness.</p>
Special maternity leave (clause 61.11)			
Miscarriage or Stillbirth	As soon as reasonably practicable (which may be a time after the leave has started)	Written notice and a medical certificate	<p>Written notice:</p> <ul style="list-style-type: none"> - the proposed start and end date of the special maternity leave <p>Medical certificate:</p> <ul style="list-style-type: none"> - stating the pregnancy has ended before the expected date of birth other than by the birth of a living child.

Pre-adoption or permanent care order application leave (clause 61.7)			
All circumstances	As soon as practicable (which may be a time after the leave has started)	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end date of the leave (or expected start and end date). Confirmation that the leave is taken for the purpose of attending appointments relating to pre-adoption or permanent care order application.
Pre-natal leave (clause 61.4)			
Per occasion	As soon as reasonably practicable	Written notice, and at the request of the CEO satisfactory evidence supporting the leave.	The proposed start and end of the leave (or expected start and end). Confirmation that the leave is taken for the purpose of attending pre-natal medical appointments.

61.13 Keeping in touch days

- (a) During a period of parental leave, the CEO and employee may agree to the employee performing work for the purpose of keeping in touch, in order to facilitate a return to employment at the end of the parental leave.
- (b) The CEO and employee can agree that the employee attend the workplace on up to 10 separate days for the purpose of keeping in touch.
- (c) An employee will be paid their ordinary rate of pay for the days (or part-days) work is performed. If the employee is on paid parental leave at the time, the employee's paid parental leave will be re-credited in respect to the days (or part-days) when work is performed.
- (d) The CEO may approve an amount of keeping in touch days in excess of 10 days.

61.14 Other employment while on parental leave

- (a) Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with the agency, or another agency, to undertake duties for specified periods during the employee's parental leave.
- (b) Where the CEO agrees, an employee on paid primary caregiver parental leave may return to duty where their child is hospitalised at birth, or following birth, to recommence parental leave at a later date when their child is no longer in hospital. In these circumstances, paid primary caregiver parental leave is deferred until the employee recommences their parental leave.

- (c) Any NTPS employment engaged in by an employee in accordance with this clause will not prevent the employee from re-commencing parental leave, nor will it extend the maximum period of parental leave (paid and unpaid entitlements) the employee is entitled to under this clause.
- (d) An employee may only engage in outside employment while on unpaid parental leave in accordance with the PSEM Act.

61.15 Extending parental leave

- (a) Where the initial period of parental leave is less than 12 months
 - (i) An employee who is on an initial period of parental leave of less than 12 months under clause 61.8 or 61.9, is entitled to extend their period of parental leave up to the full 12 month period, provided that:
 - A. The employee notifies the CEO in writing at least 4 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave.
 - (ii) An employee that has made a request to extend their parental leave in accordance with clause 61.15(a)(i) above is entitled to further extend their period of parental leave by agreement with the CEO, provided that:
 - A. in the case of employees with less than 12 months continuous service at the time of commencing parental leave and eligible casual employees, the extended period of parental leave cannot exceed 24 months after the date of birth or day of placement of a child; or
 - B. in the case of employees with at least 12 months continuous service, the extended period of leave cannot exceed 3 years after the date of birth or day of placement of a child.
- (b) Where the initial period of parental leave is more than 12 months
 - (i) An employee who is on an initial period of parental leave of more than 12 months under clause 61.8 or 61.9 and is eligible for up to 3 years parental leave, is entitled to request that their period of parental leave be extended, provided that:
 - A. the employee notifies the CEO in writing at least 12 weeks prior to their initial return to work date, and the notice specifies the new end date of the parental leave; and
 - B. the new end date of parental leave is not beyond 3 years after the date of birth or day of placement of the child.
 - (ii) The employee is entitled to make multiple requests for an extension to parental leave under this clause, provided that each request complies with the requirements prescribed by clause 61.15(b)(i).
 - (iii) The CEO must respond to a request made by an employee under this clause in accordance with clause 61.18 below.

- (c) For the avoidance of doubt, an employee who has taken 3 years parental leave (i.e. their maximum entitlement) is not entitled to extend their period of parental leave.

61.16 Superannuation contributions during parental leave

- (a) Employer superannuation contributions will be paid for employees during the first 12 months of their parental leave as if they had been at work. The superannuation contributions will be paid during periods of both paid and unpaid leave.
- (b) For the period of an employee's paid Primary Caregiver Parental Leave or Special Maternity Leave, employer superannuation contributions will be paid at double the legislated employer superannuation guarantee rate for the period of their paid parental leave.
- (c) Eligibility
 - (i) An employee must have at least 12 months continuous service at the time of commencing parental leave.
 - (ii) This clause only applies in relation to the following forms of parental leave:
 - A. Primary Caregiver Parental Leave, as per clause 61.8
 - B. Special Maternity Leave, as per clause 61.11.
 - C. Clause 61.16(a) applies to Partner Leave, where the employee is a member of an NTPS employee couple. For the avoidance of doubt, clause 61.16(b) does not apply to Partner Leave including periods of paid Partner Leave where employee takes over caring responsibilities for their child under clause 61.9(c) .
 - (iii) This clause does not apply to casual employees.
- (d) Should the employee elect to take any paid leave at half pay, the superannuation contributions will be made during the half pay period as if the leave was taken at full pay. However, the double superannuation contributions under clause 61.16(b) will only be paid for a period that is equivalent to utilising the paid parental leave at full pay.

For example, if an employee utilises 14 weeks of paid parental leave over a period of 28 weeks (i.e. leave taken at half pay), double superannuation contributions under clause 61.16(b) will only be paid for the first 14 weeks. For the remaining 14 weeks of paid parental leave, superannuation contributions will apply as if the employee had been at work.

- (e) This clause applies subject to superannuation scheme rules.

61.17 Return to work after a period of parental leave

- (a) Returning to work within the first 6 weeks of birth

- (i) An employee who is the birth giver and elects to return work within the first 6 weeks following the birth of the child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
- (i) During a period of parental leave an employee is entitled to request that they return to work early, provided that the employee makes an application to the CEO in writing at least:
 - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period up to 52 weeks; or
 - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.
 - (ii) The CEO must respond to a request made by an employee under this clause in accordance with clause 61.18 below.
- (c) Cancelling leave or returning to work – stillbirth or death of a child
- If a child is stillborn, or dies during the 24 month period starting on the child's date of birth, then an employee who is entitled to parental leave in relation to the child may:
- (i) before the period of leave starts, give the CEO written notice cancelling the leave; or
 - (ii) if the period of leave has started, give the employer at least 4 weeks written notice that the employee wishes to return to work on a specified day.
- (d) Returning to work at the conclusion of parental leave
- Prior to the expiration of parental leave, an employee intending to return to work must notify the CEO in writing of their intention to return to work at least:
- (i) four weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or
 - (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.
- (e) Returning to work on reduced hours
- (i) To assist in reconciling work and parental responsibilities, an employee has the right to return to work on reduced hours for up to 6 months in order to care for their child.
 - (ii) Where an employee makes an election under clause 61.17(e)(i), notification must be given as soon as possible but no less than 8 weeks prior to the date that the employee is due to return to work from parental leave.

- (iii) Part-time employment will be facilitated in accordance with clause 25.6 (Part-time employment).
 - (iv) The CEO must facilitate an election made by an employee under this clause.
 - (v) Where the CEO agrees, an employee may continue on reduced hours for a period greater than 6 months.
- (f) Returning to pre-parental leave position
- (i) An employee returning from parental leave is entitled to the position which the employee held immediately prior to commencing parental leave, or if the pre-parental leave position no longer exists, to a position of similar pay and status.
 - (ii) In circumstances where the employee has elected to return to work on reduced hours for up to 6 months in accordance with clause 61.17(e) and the election cannot be accommodated as per clause 61.17(f)(i), the employee is entitled to alternative duties. Whilst undertaking alternative duties, the employee is entitled to their full rate of pay (for the position the employee would otherwise have returned to) for the ordinary hours that the employee works.
 - (iii) In circumstances where the employee was transferred to an appropriate safe job in accordance with clause 61.6, the employee's pre-parental leave position will be the position the employee held prior to the appropriate safe job transfer.
 - (iv) In circumstances where the employee was promoted to a new position while on parental leave, the employee is entitled to return to the new position.

61.18 CEO review of certain employee requests

- (a) this clause applies to an employee's request to:
 - (i) extend parental leave (clause 61.15);
 - (ii) return to work early (clause 61.17(b)); or
 - (iii) reduce their ordinary hours of work for a period greater than 6 months (clause 61.17(e)(v)).
- (b) The CEO will consider an employee's request and respond in writing within 21 days.
- (c) In considering an employee's request, the CEO will have regard to the employee's circumstances. Provided the employee request is genuinely based on the employee's parental responsibilities, the CEO may only refuse the request on reasonable business grounds as defined in clause 3(ee).
- (d) An employee request and the CEO's response must be recorded in writing.

61.19 General conditions

- (a) Except where otherwise provided in this clause, parental leave is to be taken in a single continuous period.
- (b) The total period of parental leave an employee is entitled to is inclusive of weekends, public holidays, programmed days off and rostered days off.
- (c) During a period of parental leave an employee may require leave for the birth, adoption or long term care placement of a subsequent child. An employee may elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.
- (d) Parental leave at half pay
 - (i) An employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
 - (ii) Where an employee utilises half pay parental leave, leave entitlements will accrue as if the employee had utilised the amount of parental leave at full pay.

For example, if an employee utilises 14 weeks of parental leave over a period of 28 weeks at half pay, all leave entitlements will accrue as if the employee had used 14 weeks at full pay, and no leave entitlements will accrue over the final 14 weeks of parental leave on half pay. In addition, only the first 14 weeks of the half pay period counts for service. See clause 61.19(h)(ii).
 - (iii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave on half pay.
- (e) Access to other leave entitlements while on parental leave
 - (i) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
 - (ii) Taking other paid leave entitlements in conjunction with unpaid parental leave does not:
 - A. break the continuity of the period of parental leave; or
 - B. extend the maximum period of parental leave an employee is entitled to.
- (f) consultation and communication during parental leave
 - (i) Where an employee is on parental leave and a definite decision has been made to introduce a substantial change to the workplace, the CEO will take reasonable steps to:
 - A. make information available to the employee; and
 - B. provide the employee an opportunity to discuss any significant effect the change will have on the status, pay, location or

responsibility level of the employee's pre-parental leave position.

- (ii) An employee on parental leave must take reasonable steps to inform the CEO about any significant matter that will affect the duration of the parental leave, the employee's intention to return to work or the employee's intention to make a request to work reduced hours in accordance with 61.17(e).
- (g) Replacement employees
 - (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
 - (ii) Before the CEO engages a replacement employee, the CEO must inform that person of the:
 - A. temporary nature of the employment;
 - B. return to work rights of the employee who is being replaced; and
 - C. rights of the CEO to require the employee on parental leave to return to work if the employee ceases to have any responsibility for the care of the child.
- (h) Effect of parental leave on service
 - (i) A period of parental leave does not break an employee's continuity of service.
 - (ii) Any period of paid parental leave will count as service, however where an employee elects paid parental leave at half pay, in accordance with clause 61.19(d), service will only count for a period equal to taking the paid leave at full pay.
 - (iii) A period of unpaid parental leave will not count as service.

62. Recreation Leave

62.1 Recreation Leave Entitlement

- (a) Employees (except for a casual employee) are entitled to accrue 6 weeks paid recreation leave entitlements per annum.
- (b) An additional 7 consecutive days, including non-working days, paid recreation leave per for a 7 dayshift worker, provided that in the case of a shiftworker rostered to perform duty on less than 10 Sundays during a year will only be entitled to additional paid recreation leave at the rate of half a day for each Sunday rostered.

Note: The definition of shiftworker for the purpose of the additional week of leave is as per clause 3(hh).

62.2 Accrual of Leave

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to an employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, leave will not accrue for that period.

Note: An employee who has taken unpaid leave that does count for service will accrue leave for that period.

- (c) A part-time employee will accrue recreation leave on a pro rata basis proportional to their agreed hours of work.
- (d) Recreation leave accumulates from year to year.

62.3 Granting of Leave

- (a) The CEO may, on application in writing by the employee, grant leave for recreation purposes, subject to Jacana Energy's operational requirements.
- (b) The granting of recreation leave under clause 62.3(a) will not be unreasonably refused.

62.4 election to Convert Entitlement

- (a) An employee can make a once only election to reduce their recreation leave entitlement to a minimum of four weeks leave per year, by converting the entitlement to a recreation leave allowance, which will count as salary for all purposes.
- (b) The recreation leave allowance will be 1.9% of the employee's annual salary for each week of recreation leave converted.
- (c) An election to convert recreation leave to an allowance will have effect from 1 July of the following year.

62.5 Cash Out of Leave

An employee may apply, in writing, to the CEO to cash-out an amount of the employee's available recreation leave provided that:

- (a) the employee's remaining accrued entitlement to paid recreation leave is not less than 4 weeks;
- (b) each cashing-out of a particular amount of paid recreation leave must be by a separate agreement in writing between the CEO and employee;
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- (d) a minimum of 5 days is to be cashed-out on any occasion.

62.6 Excess Leave

Where an employee has accrued recreation leave in excess of 2 years (or 3 years in the case of compulsory transferees), the CEO may, on giving a minimum of 2 months notice, direct the employee to take recreation leave and the employee must take that leave within a 3 month period, or a period agreed between the parties, to reduce the accrued leave balance to the equivalent of 2 years (or 3 years in the case of a compulsory transferee) of entitlements.

62.7 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay), the employee is entitled to their full rate of pay that they would have been paid had the public holiday fallen on a day that they were not on recreation leave; and
- (b) The period of the public holiday is not deducted from the employee's recreation leave entitlement.

62.8 Access to other leave entitlements while on recreation leave

- (a) An employee may access the following leave during a period of recreation leave:
 - (i) Personal leave, provided the leave is supported by documentary evidence as set out in clause 67 (Personal Leave); and/or personal
 - (ii) Compassionate leave, provided the leave is supported by the notice and evidence requirements as set out in clause 59 (Compassionate Leave).
- (b) The CEO may grant personal leave and/or compassionate leave, as applicable, and authorise the equivalent period of recreation leave to be recredited.
- (c) Where recreation leave had been previously approved on half pay:
 - (i) any personal leave granted in lieu shall be at half pay; and
 - (ii) any compassionate leave granted in lieu shall be at full pay.

For Example: An employee who accesses 3 days compassionate/personal leave will have 1.5 days of recreation leave recredited.

62.9 Payment in Lieu

- (a) Where an employee ceases employment, other than by death, an employee is entitled to payment in lieu of any accrued recreation leave entitlement.
- (b) Where an employee dies, or after consideration of all the circumstances the employer has directed that an employee shall be presumed to have died on a particular date, the CEO may authorise payment in lieu of the employee's remaining recreation leave entitlement:
 - (i) To the employee's legal personal representative; or
 - (ii) when authorised by the employee's legal personal representative, to another person or persons at the CEO's discretion.

63. Recreation Leave at Half Pay

- (a) An employee may apply to utilise one or more weeks of their recreation leave at half pay, in order to double the period of leave.
- (b) An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- (c) Where an employee utilises an amount of recreation leave at half pay:
 - (i) leave entitlements will accrue as if the employee had utilised the amount of recreation leave at full pay;

For example: If an employee utilises 2 weeks of recreation leave over a period of 4 weeks at half pay, all leave entitlements will accrue over the first 2 weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final 2 weeks of recreation leave on half pay.

- (ii) salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- (d) A period of recreation leave at half pay does not break continuity of service.
- (e) The second half of the period of recreation leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

For example: If an employee utilises 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (e.g. personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.

64. Recreation Leave Loading

64.1 Recreation Leave Loading Entitlement

- (a) In addition to normal salary payment for recreation leave, an employee is entitled to a recreation leave loading on 1 January each year. The amount of the loading will be the lesser of:
 - (i) 17.5% of the value of the annual recreation leave accrued over the previous year based on the employee's salary, including allowances that count as salary for all purposes; or
 - (ii) a maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the May reference period of the previous year.

64.2 Payment of recreation leave loading

- (a) An employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loadings plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.

- (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 64.2(b) will be the salary payable had the employee been employed on 1 January of that year.

64.3 Automatic Cash-out of Recreation Leave Loading

Where an employee has 2 or more recreation leave loadings, the following automatic payment provisions will apply:

- (a) the common cash-up date for the automatic payment of recreation leave loadings is the second payday in January of each year or in any case by the end of January each year;
- (b) an employee with 2 accrued recreation leave loadings as at 1 January will have one recreation leave loading automatically paid on the common cash-up date of that year;
- (c) an employee with 3 or more accrued recreation leave loadings as at 1 January shall have 2 recreation leave loadings automatically paid on the common cash-up date of that year;
- (d) recreation leave loadings will be paid in the order of accrual; and
- (e) recreation leave loadings will be taxed in accordance with Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.

65. Recreation Leave Airfares

- 65.1 The automatic cash payment of an air fare under PSEM By-law 33 (10) Airfares, will be paid on the common cash-up date, being the first payday on or after 1 May each year.
- 65.2 An employee can at any time after the accrual date and before the automatic cash-up date request, in writing, the cash-up of an accrued airfare.
- 65.3 An employee can elect to use an accrued air fare in conjunction with travelling time under PSEM By-law 33 Airfares by giving notice in writing 2 months before the common cash-up date.
- 65.4 The provisions of this clause will apply to compulsory transferees.

66. Flexible Lifestyle (Purchased) Leave

- 66.1 Flexible lifestyle leave is a voluntary arrangement where employees may purchase between one to 8 weeks of additional leave, with a corresponding reduction in the number of working weeks.
- 66.2 Flexible lifestyle leave arrangements are subject to agency operational requirements and approval by the CEO.

66.3 Eligibility

An employee must:

- (a) have completed at least 12 months continuous service;
- (b) not have any excess recreation leave, as defined in clause 62.6 (Excess Leave); and
- (c) have exhausted their long service leave entitlements, or satisfied the conditions of By-law 8.3.

66.4 Method of purchase

Flexible lifestyle leave is purchased in advance at an amount equal to the salary for the additional leave. Payments are deducted from the employee's gross fortnightly salary over a 12 month period, or shorter period approved by the CEO.

66.5 General conditions

- (a) A flexible lifestyle leave arrangement must not result in an employee having a total leave balance greater than the excess leave limits in clause 62.6 (Excess Leave) after the period of the arrangement.
- (b) If an employee does not use their purchased leave within the agreed period, it will lapse and the employee will be reimbursed monies paid.
- (c) Flexible lifestyle leave may be taken in periods of 2 or more days.
- (d) A flexible lifestyle leave arrangement must be in writing and is non-renewable. On the expiry of an existing arrangement, the employee may lodge a new application for approval by the CEO.
- (e) Flexible lifestyle leave is available for use 3 months from the commencement date of the arrangement.

66.6 Effect on Other Entitlements

- (a) Flexible lifestyle leave will count as service for all purposes.
- (b) Flexible lifestyle leave does not attract leave loading.
- (c) Where a public holiday falls within a period of flexible lifestyle leave the period of the public holiday is not deducted from the employee's flexible lifestyle leave balance.
- (d) Recreation leave at half pay is not available while a flexible lifestyle leave arrangement is in place.
- (e) For the period over which payments are being deducted from an employee's salary to fund a flexible lifestyle leave arrangement, compulsory employer superannuation contributions are calculated on the salary that an employee was paid:
 - (i) prior to flexible lifestyle leave deductions being made in the case of NTGPASS and CSS employees; and

- (ii) after flexible lifestyle leave deductions being made in the case of Choice of Fund superannuation fund employees.

66.7 Independent advice

Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at the employee's own expense, independent advice regarding:

- (a) the employee's financial situation;
- (b) the potential impact on taxation; and
- (c) the potential impact on superannuation.

66.8 Cessation of Arrangement

- (a) A flexible lifestyle leave arrangement will cease in one of the following ways:
 - (i) the specified term of the flexible lifestyle leave arrangement expires;
 - (ii) by the employee providing the CEO 4 weeks' written notice requesting to terminate the arrangement, and the CEO approving the employee's request;
 - (iii) at the initiative of the CEO, on the giving of 3 months written notice to the employee, along with reasons for the cessation;
 - (iv) the employee ceases employment with the NTPS; or
 - (v) the employee moves to a new work area within the agency, or to another agency and the new work area or agency does not agree to continue the arrangement.
- (b) Where a flexible lifestyle leave arrangement ceases, the employee will be reimbursed, by lump sum payment, the amount of any unused flexible lifestyle leave. The reimbursement will be paid within 2 months of the cessation of the arrangement.

67. **Personal Leave**

67.1 General

An employee may, subject to notice and evidence requirements, take personal leave if the leave is:

- (a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee (sick leave); or
- (b) to provide care or support to a member of the employee's immediate family or household who requires such care or support because of:
 - (i) a personal illness or injury affecting the member (carer's leave);
 - (ii) an unexpected emergency affecting the member (carer's leave); or

- (c) to attend, or to provide care or support to a member of the employee's immediate family or household to attend, a medical appointment with a registered health practitioner for preventative care, surgical procedure or to discuss health issues.

67.2 Paid Personal Leave Entitlement

- (a) An ongoing full-time employee is entitled to:
 - (i) 3 weeks paid personal leave on commencement of employment; and
 - (ii) 3 weeks paid personal leave on each anniversary of the employee's commencement date subject to clause 67.2(h).
- (b) A fixed period full-time employee is entitled to:
 - (i) 2 days paid personal leave on commencement of employment;
 - (ii) up to one week of paid personal leave for each period of 2 months service provided that the total leave does not exceed 3 weeks within the first 12 months of service; and
 - (iii) 3 weeks paid personal leave on each anniversary of the employee's commencement date subject to clause 67.2(h).
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 67.2(a) will be taken to have applied from the date of commencement of fixed period employment, and the employee's personal leave record will be adjusted accordingly.
- (d) A part-time employee is entitled to paid personal leave on a pro rata basis in accordance with their agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) Paid personal leave is calculated and recorded in hours and minutes.
- (h) An employee's paid personal leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 67.6;
 - (ii) unauthorised absence; or
 - (iii) leave without pay that does not count as service.
- (i) An employee may request that personal leave be taken at half pay in order to extend the period of personal leave taken.

67.3 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to 2 days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 67.5 and 67.6.
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and the CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 67.3(a).

67.4 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
 - (i) An employee is entitled to access up to 2 days unpaid carer's leave on each occasion that the employee requires carer's leave.
 - (ii) Carer's leave may be taken as a single unbroken period of up to 2 days or any separate periods as agreed between the employee and the CEO.
 - (iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 67.4(a)(i).
- (b) An employee may apply for, and the CEO may grant after considering all relevant circumstances:
 - (i) additional personal leave on half pay, which cannot be converted to full pay; or
 - (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.
- (c) Additional leave utilised under clause 67.4 is subject to the Notice and Documentation requirements in clauses 67.5 and 67.6.

67.5 Notice Requirements

An employee must make all reasonable effort to advise their manager as soon as reasonably practicable on any day of absence from their employment. If it is not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond the employee's control, the employee will notify their manager by telephone of such absence at the first opportunity of such absence.

67.6 Documentation Requirements

- (a) An employee must apply for personal leave in writing in the form required by the CEO as soon as it is reasonably practicable for the employee to make the application.

- (b) Subject to clause 67.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out clause 67.1(a) and 67.1(c), an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) where an employee is not fit for work, due to a personal illness or personal injury, a medical certificate from a registered health practitioner;
 - (ii) where an employee attends a medical appointment and clause 67.6(b)(i) does not apply, a certificate of attendance from a registered health practitioner or from a person who works for a registered health practitioner; or
 - (iii) if it is not reasonably practicable for the employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside outside an urban area or for any other reason approved by the CEO, a statutory declaration may be submitted in writing detailing:
 - A. the reasons why it was not practicable to provide a medical certificate; and
 - B. the reason for and length of the absence.
 - (iv) or other evidence that demonstrates the leave taken was due to a personal illness or personal injury that is acceptable to the CEO.
- (c) Subject to clause 67.6(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 67.1(b) and 67.1(c) an employee must, as soon as reasonably practicable, provide the CEO with the following documentary evidence:
 - (i) where an employee's immediate family or household member requires care or support because of a personal illness or personal injury, a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty;
 - (ii) where an employee attends a medical appointment and clause 67.6(c)(i) employee's care or support to the extent that they will not be able to attend for duty;
 - (iii) other evidence acceptable to the CEO that demonstrates the leave taken was due to a personal illness or personal injury of the employee's immediate family or household member, or to attend a medical appointment with them, and that the condition requires the employee's care or support to the extent they will not be able to attend for duty; or

- (iv) other evidence acceptable to the CEO stating the unexpected emergency, and that this unexpected emergency required the employee's care or support; and
 - (v) the CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.
- (d) For the purpose of clause 67.6(b)(iii) and 67.6(c)(ii), the period which may be approved by the CEO as personal leave with documentary evidence shall include a reasonable amount of time taken to attend the appointment and the associated travel time in respect to the attendance.
- (e) An employee may access personal leave without providing documentary evidence, up to a maximum of 5 days or the equivalent number of hours of duty per personal leave year, provided that no more than 3 of those days may be consecutive working days or the equivalent number of hours of duty.
- Note employees accessing personal leave without documentary evidence must only access it in accordance with clause 67.1.*
- (f) Notwithstanding clause 67.6(d), any absence immediately preceding or following a public holiday or weekend, will require medical evidence.

67.7 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 67.5 and 67.6, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

67.8 Medical examination at the direction of the CEO

- (a) The CEO may stand an employee down and direct the employee to attend an examination by a registered health practitioner where:
 - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;
 - (ii) it is considered that an employee's efficiency may be affected due to illness or injury;
 - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or
 - (iv) under the Inability provisions under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.

- (b) An employee directed to attend a medical examination in accordance with clause 67.8(a) who is:
 - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
 - (ii) an employee other than one to which clause 67.8(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known, and the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

67.9 Personal Leave – Workers Compensation

An employee is not entitled to paid personal leave for a period during which the employee is absent from duty because of personal illness, or injury, for which the employee is receiving compensation payable under the Northern Territory workers compensation legislation.

68. Infectious Disease Leave

68.1 Where an employee produces documentary evidence that or evidence that would satisfy a reasonable person that:

- (a) the employee is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act 1981*; and
- (b) by reason of any law of the Territory or any state or territory of the Commonwealth is required to be isolated from other persons,

the CEO may grant:

- (c) personal leave for any period during which the employee actually suffers from illness; or
- (d) where working from another location during the isolation period is not possible (e.g. working from home), recreation leave in relation to any period during which employee does not actually suffer from illness.

68.2 Where an employee suffers an injury or disease in the course of their employment they may be eligible for workers compensation entitlements in accordance with the *Return to Work Act 1986*.

69. **War Service Leave**

69.1 Eligibility

The provisions of this clause apply to an employee who has undertaken:

- (a) service within operational areas as defined in Schedule 2 of the *Veteran's Entitlements Act 1986* (Cth) as amended from time to time;
- (b) service with the Defence Force that is of a kind determined in writing by the Defence Minister to be warlike service, including peace-keeping or hazardous operational service, for the purposes of the *Military Rehabilitation and Compensation Act 2004* (Cth) as amended from time to time; and
- (c) who suffers from an illness or condition recognised by the Department of Veteran Affairs as war caused.

69.2 The leave available under this clause will be in addition to the employee's personal leave entitlement and any repatriation benefits provided by the Department of Veterans Affairs.

69.3 Documentary requirements

- (a) An employee must produce a statement from the Department of Veteran Affairs giving details of what condition/s have been accepted as being war caused, caused by peace-keeping or hazardous operational service. These conditions are to be noted on the employee's personal leave record.
- (b) Applications for war service leave must be accompanied by a medical certificate stating the period of leave applied for is attributed to the employee's war caused condition or illness.

69.4 Accrual of Leave

- (a) On the date of their commencement of employment in the NTPS, or the date of recognition of the illness or condition, whichever is the later, an employee will be entitled to:
 - (i) an initial (and once only) non-accumulative credit of 9 weeks at full pay; and
 - (ii) an accumulative credit of 3 weeks at full pay.
- (b) After each period of 12 months service a further accumulative credit of 3 weeks at full pay, subject to a maximum balance of 9 weeks cumulative accrual at any time.
- (c) An employee's accumulative war service leave entitlement will be deferred by any period of:
 - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 67.6;
 - (ii) unauthorised absence; or

- (iii) leave without pay that does not count as service.
- (d) leave is available to use for any illness or condition contributed to war service, as per clause 69.3. For avoidance of doubt, a subsequent condition or illness does not entitle the employee to a further 9 weeks or more than 3 weeks accumulation per 12 months of service.

69.5 Granting of Leave

- (a) War service leave granted under this clause shall be deducted from the non-accumulative credit in the first instance and when this credit is exhausted, from the accumulative credit.
- (b) Where an employee has exhausted their war service leave entitlement, they can apply to the CEO to access their accrued personal leave entitlements in accordance with clause 67.

69.6 Recognition of Prior Service

- (a) For the purposes of this clause, all periods of service with the Northern Territory Public Sector, Australian Public Service or another Territory or State Public Service/Sector, where war service sick leave entitlements are provided, are to be considered as continuous service regardless of the length of any break in service.
- (b) Any accumulative or non-accumulative credit available at the end of one period of service must be carried forward to any subsequent period of service.

70. **Leave to Attend Arbitration Business**

70.1 The CEO may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:

- (a) leave will not be granted to more than 2 employees who are representatives of an organisation at the one time in respect of any one such proceeding;
- (b) leave to conduct a case will be with full pay;
- (c) leave for preparation of a case will be without pay and will not exceed 3 months in any 12 months.

70.2 Paid leave granted under this clause will count as service for all purposes.

70.3 Unpaid leave granted under the clause will not count as service but does not break continuity for long service leave purposes.

71. **Release to Attend as a Witness**

71.1 Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the CEO will release the employee from duty, without deduction from pay or accrued leave entitlements, during the period necessary to attend.

71.2 Where an employee is subpoenaed to give evidence in relation to their duties or former duties in the Northern Territory Public Sector, the CEO will release an employee from

duty and may grant such release without deduction from pay or accrued leave entitlements during the period necessary to attend.

71.3 Where an employee is subpoenaed or called as a witness in circumstances other than those referred to in clauses 71.1 and 71.2, the employee will be granted:

- (a) Leave without pay; or
- (b) Recreation leave,

and any fees or allowances received as a result of the attendance may be retained by the employee.

72. Release for Jury Service

72.1 An employee required to attend for jury service (including attendance for jury selection) under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for the period of the jury service, including:

- (a) the time when the employee engages in jury service;
- (b) reasonable travelling time associated with jury service;
- (c) reasonable rest time immediately following jury service.

72.2 Notice and evidence Requirements

- (a) An employee required to attend for jury service must provide the CEO with notice of the absence as soon as practicable (which may be a time after the absence has started). The notice must advise the CEO of the period, or expected period, of the absence.
- (b) The CEO may require the employee to provide evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in jury service.

72.3 Jury service during paid leave

If the period during which an employee takes paid leave includes a period of absence on jury service, the employee is taken not to be on paid leave for the period of that absence.

72.4 Payments during jury service

- (a) The CEO will release the employee on jury service without deduction from pay or leave credits.
- (b) Payments for jury service (e.g. jury service fees) will be in accordance with the Juries Act 1962.

Note: In accordance with regulation 8 of the Juries Regulations 1983, an employee who continues to receive ordinary pay and who has no deductions from other leave entitlements while on leave to attend for jury service is taken to have received payment for attendance.

73. Study Assistance and Leave

73.1 An employee may apply to the CEO for:

- (a) recognition of a course of study; and
- (b) assistance to undertake or continue a course of study.

73.2 When approving applications made under this clause the CEO must be satisfied that the course of study:

- (a) is relevant to Jacana Energy; and
- (b) can be accommodated in light of the operational and financial requirements of Jacana Energy.

73.3 Provided the requirements of clause 73.2 are satisfied the CEO may approve:

- (a) payment in advance of fees directly associated (enrolment, tuition, examination) with a relevant course of study; or
- (b) reimbursement of fees directly associated with a relevant course of study where the employee:
 - (i) has paid the full amount of assistance claimed;
 - (ii) produces evidence of payment; and
 - (iii) was employed by Jacana Energy at both the time that the liability was incurred and the application for assistance made.

73.4 The CEO shall not authorise payment of:

- (a) amenities fees;
- (b) graduation fees;
- (c) fees payable as a result of failure by the employee to enrol by a specified time or date;
- (d) any other amount payable by the employee by reason of some act or omission on their part;
- (e) fees, which have been paid by any other organisation;
- (f) supplying books or materials;
- (g) accommodation; or
- (h) activities associated with attendance at residential institutions.

73.5 Subject to clause 73.7 in addition to the requirements under clause 73.3(b) the CEO may not approve the reimbursement of the Higher Education Loan Program (HELP) incurred

by an employee in respect of an approved course of study unless the CEO is satisfied that:

- (a) the contribution arises from the attendance at the Charles Darwin University, except where the approved course of study is not provided at that university; and
- (b) the amount does not exceed the amount payable in relation to the discounted liability of the employee had the employee paid HELP in advance.

73.6 The CEO shall not authorise reimbursement of fees or HELP under this clause where an employee is absent from duty on any form of leave without pay (including unpaid parental leave), and that employee has not returned to duty.

73.7 The CEO may approve reimbursement of a HELP debt of up to an amount of \$3,000 for new employees. Approvals will be based upon the recruitment and retention objectives of Jacana Energy, and are subject to the following conditions:

- (a) the HELP debt must be related to an initial qualification, not an advanced degree;
- (b) the employee must provide evidence of the debt incurred either through production of the HELP debt or voluntary repayments made; and
- (c) approval is granted by the CEO upon commencement of the employee's employment on the condition that the employee may only apply for reimbursement after having completed 3 years continuous service with Jacana Energy or other NTPS agencies.

73.8 Provided the requirements of clause 73.2 are satisfied, the CEO may approve study leave:

- (a) with pay to attend lectures, tutorials and examinations relating to a relevant course of study provided the time off work does not exceed 4 hours per week including travelling time;
- (b) without pay for leave in excess of 4 hours per week or on a time in lieu basis for leave in excess of 4 hours per week;
- (c) with pay, in the case of an employee undertaking an approved distance education course of study, for:
 - (i) a period not exceeding 4 weeks in any year, including travelling time, in order to attend residential components of the course; and
 - (ii) a further period of 2 days, per approved unit of study, per semester.

73.9 The CEO shall not approve study leave under clause 73.8 where the approved course of study is available outside normal working hours.

73.10 The approval for study leave with pay does not include time off to prepare for examinations.

73.11 In addition to the study leave provisions set out in clause 73.8, the CEO may, in their absolute discretion, approve an extended period of leave without pay for study purposes, which will not count as service.

74. Domestic, Family and Sexual Violence Leave

74.1 The Commissioner recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic or family violence, or sexual violence. Support measures for employees include leave with pay, flexible work options and access to the Employee Assistance Program. Additional support may be available to employees through their agency.

74.2 Leave with pay is available to an employee who is experiencing domestic or family violence, or sexual violence and who requires time off for reasons including, but not limited to:

- (a) seeking safe accommodation;
- (b) attending court hearings and police appointments;
- (c) accessing legal advice;
- (d) organising alternative care or education arrangements for the employee's children; or
- (e) other related purposes approved by the CEO.

74.3 Domestic, Family and Sexual Violence Leave is in addition to other leave entitlements and counts as service for all purposes.

74.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.

74.5 Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to NTG email addresses).

75. Cultural Leave

75.1 Cultural and Ceremonial Leave

- (a) An employee is entitled to 5 days unpaid cultural and ceremonial leave per year, to undertake cultural or ceremonial obligations for the community or group to which the employee belongs to.
- (b) An employee must advise the CEO as soon as reasonably practicable of the period or expected period of the leave.
- (c) The CEO may require an employee to provide documentary evidence, where appropriate, in support of the leave application.
- (d) The CEO may approve an additional period of unpaid cultural and ceremonial leave on request.

- (e) An employee may elect to use their recreation leave or long service leave to undertake their cultural or ceremonial obligations.

75.2 NAIDOC Week Leave

- (a) Employees may utilise time off in lieu of overtime (TOIL), flextime credits or other flexible working arrangements to attend and participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities (e.g. NAIDOC March).
- (b) An employee must seek prior approval from their manager to utilise TOIL, flextime credits or other flexible working arrangements. Such requests should be supported, subject to an agency's operational requirements.
- (c) An employee who does not have access to TOIL, flextime or other flexible working arrangements may be granted paid leave. Subject to operational requirements, the CEO may approve up to 3 hours per year of paid leave to facilitate the employee's attendance at NAIDOC week activities.

76. Kinship Obligation Leave

76.1 An Australian First Nation's employee may take up to five days paid kinship obligation leave each year for the purposes of attending sorry business or related purposes. Sorry Business refers to cultural practices and protocols undertaken after someone's passing.

76.2 For the purposes of this clause, 'kinship' means:

Australian First Nations kinship where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which an employee belongs.

76.3 The leave is in addition to any other leave available to an employee under this Agreement and may be taken in broken periods and at half pay.

76.4 Where an employee utilises an amount of kinship obligation leave at half pay:

- (a) Leave entitlements will accrue as if an employee had utilised the amount of kinship obligation leave at full pay.

For example, if an employee utilises 2 days of kinship obligation leave over a period of 4 days at half pay, all leave entitlements will accrue over the first 2 days of leave, as if the employee was on kinship obligation leave with full pay, and no leave entitlements will accrue over the final 2 days of kinship obligation leave on half pay.

- (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.

76.5 The leave does not accrue progressively or accumulate from year to year and there is no residual entitlement to be paid on cessation of employment.

76.6 Notice Requirements

- (a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the leave has started), and must advise of the period, or expected period, of the leave.
- (b) The CEO may require an employee to produce evidence that would satisfy a reasonable person of the need for kinship obligation leave.

77. Foster and Kinship Carer leave

77.1 Foster and Kinship Carer leave is available to an employee for the purpose of:

- (a) providing temporary care to a child of up to 18 years of age who is in authorised care (Carer Placement Leave); and
- (b) undertaking mandatory training and assessments associated with being a foster carer or a kinship carer (Carer Assessment and Training Leave).

77.2 Carer Placement Leave

- (a) An employee may access Carer Placement Leave where the employee is:
 - (i) an authorised foster carer or kinship carer with the department responsible for children under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*; and
 - (ii) entering into a care arrangement for a child who is under the care of the Chief Executive Officer administering the *Care and Protection of Children Act 2007*.
- (b) Carer Placement Leave is available on commencing the placement of a child/ children into the employee's care for the first time, to help carers and children settle. It does not apply where there is an entitlement to parental leave.
- (c) Carer Placement Leave entitlements include up to 10 days of paid leave and up to 10 days of unpaid leave per calendar year. Leave can be taken in single days or multiple days.

77.3 Carer Assessment and Training Leave

- (a) An employee may access up to 5 days paid Carer Assessment and Training Leave per calendar year.
- (b) The employee must be an authorised foster carer or kinship carer, or undertaking assessment and training to become an authorised foster carer or kinship carer, with the department responsible for children under the care of the CEO administering the *Care and Protection of Children Act 2007*.

77.4 Notice and evidence Requirements

- (a) An employee must provide the CEO with notice of the taking of Foster and Kinship Carers leave as soon as practicable, and must advise of the period, or expected period, of the leave.

- (b) Carer Assessment and Training Leave should be taken at a time that is agreed with the CEO.
 - (c) An employee must provide the CEO with documentation from the department responsible for children in authorised care, supporting their eligibility for leave.
- 77.5 Authorised foster carers and kinship carers may also be eligible for other types of leave to support a child in their care. These leave arrangements are detailed in other provisions within this Agreement and include:
- (a) personal leave – refer to clause 67;
 - (b) compassionate leave- refer to clause 59;
 - (c) permanent care order application leave – refer to clause 61.7;
 - (d) parental leave, including primary caregiver parental leave and partner leave – refer to clause 61.
- 78. Health Screening Leave**
- 78.1 An employee may access up to one hour of paid leave per year, for the purpose of undertaking a health screening test associated with a public health screening program.
- 78.2 A health screening test means a diagnostic procedure or medical appointment undertaken to screen for cancer or mental health conditions.
- 78.3 Notice and evidence requirements
- (a) The employee is required to provide reasonable notice of the need to take leave and the expected duration of leave.
 - (b) The employee must provide documentary evidence of their attendance at the screening test that would satisfy a reasonable person.
- 79. Defence Service Leave**
- 79.1 The CEO may grant an employee Defence Service Leave to enable the employee to fulfil their Australian Defence Force Reserve and Continuous Full-time Service obligations (Defence Service).
- 79.2 Defence Service Leave entitlements include:
- (a) up to 4 weeks’ paid leave during each financial year for the purpose of undertaking Defence Service, including training and operational duty;
 - (b) an additional 2 weeks’ paid leave during the employee’s first year of Defence Service, to facilitate the employee’s participation in additional training, including induction requirements.
- 79.3 An employee who requires additional leave to undertake Defence Service may also utilise recreation leave, long service leave and leave without pay.

79.4 Notice and evidence requirements

An employee is required to:

- (a) notify the CEO as soon as practicable of the requirement to be absent to undertake Defence Service, including the intended dates of the Defence Service;
- (b) provide sufficient evidence of the requirement to undertake Defence Service;
- (c) provide sufficient evidence of the completion of Defence Service.

79.5 Paid Defence Service Leave will count as service for all purposes. Leave without pay utilised to undertake Defence Service will count as service for long service leave purposes only.

79.6 No liability for injury during defence service leave

Where an employee has a claim for compensation for injury or illness as a result of leave granted under this clause, the claim will not be recognised by the Territory and the employee will submit any claim to the Australian Department of Defence.

80. **Special Leave Without Pay**

80.1 The CEO may grant special leave without pay to an employee if satisfied that there is sufficient cause.

80.2 Special leave without pay is not available for the purpose of engaging in employment outside the NTPS, except where approval has been given under section 61 of the PSEM Act.

80.3 Special leave without pay will not count as service for any purpose.

80.4 An employee will not be permitted access to accrued entitlements, or any condition of service during a period of special leave without pay.

81. **Blood and Plasma Donor Leave**

The CEO may grant leave with pay to an employee to allow the employee to donate blood or plasma.

82. **Leave to Engage in Voluntary Emergency Management Activities**

82.1 The CEO may grant leave with pay to an employee:

- (a) Who is a member of a volunteer emergency service unit or fire brigade and is required to attend operational exercises (including training), or participate in an emergency operation (including for prevention, preparation, response or recovery purposes) conducted by:
 - (i) Northern Territory Emergency Service within the meaning of the *Emergency Management Act 2013*;

(ii) Bushfires NT/ Bushfires brigade/ the Bushfires Council or a Regional Committee within the meaning of the *Bushfires Management Act 2016*;
or

(iii) the auxiliary or volunteer members of the Northern Territory Fire and Rescue Service within the meaning of the *Fire and Emergency Management Act 2016*.

(b) who engages in community service necessarily rendered following a natural disaster, subject to any limitations imposed by the CEO.

82.2 Leave granted with pay may include reasonable rest time immediately following the activity.

82.3 Notice and evidence requirements

(a) An employee must provide the CEO with notice of the taking of leave as soon as practicable (which may be a time after the absence has started) and must advise of the period, or expected period of the absence.

(b) The CEO may require an employee to provide evidence that would satisfy a reasonable person that the leave taken, or to be taken, is for one of the reasons as set out in this clause.

83. **Gender Transition Leave**

83.1 Gender Transition Leave is available to support employees who wish to transition from their gender. Paid leave may be taken for:

(a) psychological support;

(b) hormone replacement therapy and other types of medical intervention;

(c) appointments to alter the employee's legal status or amend the employee's gender on legal documentation;

(d) other similar appointments or procedures to give effect to the employee's transition approved by the CEO.

83.2 Eligibility

In order to access Gender Transition Leave, an employee must have:

(a) completed at least 12 months continuous service on an ongoing or fixed period basis; and

(b) commenced transitioning their gender.

83.3 Entitlement to Paid and Unpaid Gender Transition Leave

(a) Employees who are transitioning from their gender are entitled to 4 weeks of paid leave and up to 48 weeks unpaid leave for the purpose of supporting their gender transition.

- (b) Gender Transition Leave may be taken in a continuous period, single or part days over a 3 year period.
- (c) Employees may request additional paid Gender Transition Leave, which may be granted on a discretionary and case by case basis in exceptional circumstances.
- (d) Employees may also access other forms of paid or unpaid leave such as personal leave, recreation leave and long service leave, where the employee meets the relevant eligibility criteria for that leave type.
- (e) Any period of unpaid Gender Transition Leave will not break an employee's continuity of service but does not count for service.

83.4 Notice and evidence requirements

- (a) Applications for leave will be dealt with confidentially and sensitively.
- (b) An employee must provide at least 2 weeks' notice of the need to take leave under this clause and the expected duration of leave. A shorter notice period may be agreed with the CEO.
- (c) An employee may be required to provide suitable supporting documentation for any leave granted under this clause. Evidence to support an application will only be sighted once and no copies will be made or recorded.

84. **Organ Donor Leave**

84.1 Organ Donor Leave may be granted to employees who participate in the Australian Government's [Supporting Living Organ Donors Program](#) (the Program).

84.2 The program is managed by the Department of Health, Disability and Ageing, and provides payment to an employer to support staff members who intend to donate either a kidney or a partial liver.

84.3 The CEO may approve a re-credit of a period of leave taken for the purposes of the Program.

84.4 For the purposes of clause 84.3, the recredit shall be equivalent to the value of any eligible payment received by the agency from the Program.

Schedule 1 Salary Structures

Jacana Level Salary Classifications

Classification	Pay Point	Annual Salary Rates			
		Effective	Effective	Effective	Effective
		15/03/2026	2/07/2026	1/07/2027	13/07/2028
		3%	3%	3.5%	3.5%
Jacana Level 4 (JL4)	5		\$172,544	\$178,583	\$184,833
	4	\$163,432	\$168,335	\$174,227	\$180,325
	3	\$155,548	\$160,214	\$165,821	\$171,625
	2	\$148,142	\$152,586	\$157,927	\$163,454
	1	\$141,083	\$145,316	\$150,402	\$155,666
Jacana Level 3 (JL3)	6		\$141,846	\$146,810	\$151,949
	5	\$134,355	\$138,386	\$143,229	\$148,242
	4	\$127,973	\$131,813	\$136,426	\$141,201
	3	\$121,859	\$125,515	\$129,908	\$134,455
	2	\$116,059	\$119,541	\$123,725	\$128,055
	1	\$110,515	\$113,830	\$117,814	\$121,938
Jacana Level 2 (JL2)			\$111,175	\$115,066	\$119,093
	6	\$105,304	\$108,463	\$112,259	\$116,189
	5	\$100,469	\$103,483	\$107,105	\$110,854
	4	\$95,865	\$98,741	\$102,197	\$105,774
	3	\$91,503	\$94,248	\$97,547	\$100,961
	2	\$87,340	\$89,960	\$93,109	\$96,367
	1	\$83,372	\$85,873	\$88,879	\$91,990
Jacana Level 1 (JL1)	8		\$84,038	\$86,980	\$90,024
	7	\$79,600	\$81,988	\$84,858	\$87,828
	6	\$75,994	\$78,274	\$81,014	\$83,849
	5	\$72,587	\$74,765	\$77,382	\$80,090
	4	\$69,317	\$71,396	\$73,895	\$76,482
	3	\$66,210	\$68,197	\$70,584	\$73,054
	2	\$63,341	\$65,241	\$67,525	\$69,888
	1	\$60,608	\$62,427	\$64,611	\$66,873
Trainee	6		\$56,551	\$58,531	\$60,579
	5	\$53,565	\$55,172	\$57,103	\$59,102
	4	\$51,735	\$53,287	\$55,152	\$57,082
	3	\$49,905	\$51,402	\$53,201	\$55,063
	2	\$48,073	\$49,515	\$51,248	\$53,042
	1	\$46,242	\$47,629	\$49,296	\$51,021

Schedule 2 Allowances

Allowance	Clause Number	Frequency	Rates 1/1/2024 Det 1 of 2024	Rates 1/1/25 Det 1 of 2025	Rates 1/1/26	Rates 1/1/27	Rates 1/1/28
Relocation	Clause 42						
Employee only		per fortnight	647.00	661.00	678.00	CPI	CPI
Employee with Dependents		per fortnight	894.00	914.00	937.00	CPI	CPI
Travelling	Clause 44						
Accommodation		night	101.00	103.00	106.00	CPI	CPI
Incidentals		day	16.00	16.40	16.80	CPI	CPI
Meal Rates	Clause 55						
Breakfast		-	20.50	21.00	21.50	CPI	CPI
Lunch		-	31.60	32.30	33.10	CPI	CPI
Dinner		-	44.40	45.40	46.50	CPI	CPI
Motor Vehicle	Clause 46	per km for employee	0.92	0.94	0.96	CPI	CPI
		per km for carrying goods passengers or towing	0.97	0.99	1.01	CPI	CPI
On-Call	Clause 56	hour	2.26	2.31	2.37	CPI	CPI
Overtime Meal	Clause 55	per meal	25.70	26.30	27.00	CPI	CPI
<p>*Note: the rates for the above allowances will be updated in accordance with clause 31 (i.e. according to CPI) as contained in Determination 1 – Review of Allowances issued 1 January annually.</p>							
Allowance	Clause Number	Frequency	Rates Effective 4/7/24	Rates Effective 15/03/26 3%	Rates Effective 2/7/26 3%	Rates Effective 1/7/27 3.5%	Rates Effective 13/7/28 3.5%
Damaged Clothes	Clause 45	-	510.00	525.00	541.00	560.00	580.00
First Aid Allowance	Clause 47	per week	21.64	22.00	23.00	24.00	25.00
Customer Experience Development Allowance	Clause 49	per fortnight	140.45	145.00	149.00	154.00	159.00
Community Language Allowance*							
Base	Clause 50	p.a	1500.00	1545.00	1591.00	1647.00	1705.00
High	Clause 50	p.a	2400.00	2472.00	2546.00	2635.00	2727.00
<p>*Note: The Community Language Allowance will be adjusted annually in accordance with the rates contained in the Northern Territory Public Sector 2025 – 2029 ENTERPRISE agreement, Schedule 11 Part B.</p>							

Schedule 3 **Classification Stream Descriptors and Stream Specific Progression Principles**

This Schedule broadly identifies the type of role and work function of positions falling within each classification stream, and sets out conditions or prerequisites for entry into, and progression through, particular streams.

3.1 Jacana Levels

3.1.1 Descriptor:

- (a) The Jacana Level Classification Stream includes positions that are primarily clerical or administrative in nature and provide a range of operational support or customer services functions.
- (b) Jacana Level positions cover a broad range of disciplines, including billing and credit, finance, procurement, occupational health and safety, training, marketing, project administration, people and culture, information technology and similar.
- (c) At higher classification levels within the stream, positions may include advisory, supervisory, and/or project management responsibilities.
- (d) Example positions in this stream include, but are not limited to: Executive Assistant, Customer Care Advisor, Customer Resolution Specialist, People & Culture Business Partner, Management Accountant, Business Relationship Manager, and Marketing & Digital Content Coordinator.

3.1.2 Entry/progression requirements:

Trainee

- (a) The Trainee Jacana Level classification provides an opportunity to pursue a career with Jacana Energy in the Jacana Level Classification Stream whilst gaining a relevant qualification. Examples of appropriate qualifications include Certificate II or III in business, or customer service.
- (b) Trainee Jacana Level employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.
- (c) Existing employees who transfer to the Trainee Jacana Level Classification Stream will maintain their employment status as ongoing or fixed period.
- (d) A Trainee may be eligible to access Jacana Energy's study assistance scheme.
- (e) An offer of ongoing employment on a Jacana Level 1 Classification will be at the discretion of Jacana Energy and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Trainee Jacana Level employee.

Undergraduate

- (f) The Undergraduate Jacana Level classification provides an opportunity to pursue a career with Jacana Energy in the Jacana Level Classification Stream whilst

gaining a relevant degree qualification. Examples of degree qualifications include: economics, commerce, law, accounting, business, information technology and human resources.

- (g) Undergraduate Jacana Level employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.
- (h) Existing employees who transfer to the Undergraduate classification will maintain their employment status as ongoing or fixed period.
- (i) An Undergraduate may be eligible to access Jacana Energy's study assistance scheme, except in the case of undergraduate vacation employees employed by Jacana Energy on a short term fixed period basis who are not eligible.
- (j) An offer of ongoing employment as a Graduate will be at the discretion of Jacana Energy and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Undergraduate.

Graduate

- (k) The Graduate Jacana Level classification provides recent graduates an opportunity to pursue a career with Jacana Energy in the Jacana Level Classification Stream across a range of disciplines. Examples of disciplines include: economics, commerce, law, accounting, business, information technology and human resources.
- (l) The mandatory minimum entry qualification is a 3 or 4 year degree in a relevant discipline.
- (m) The entry level pay point is:
 - (i) Jacana Level 1 Pay Point 5 for a Graduate with a 3 year degree; or
 - (ii) Jacana Level 1 Pay Point 6 for a Graduate with a 4 year degree.
- (n) Graduates will participate in Jacana Energy's Graduate Programme.
- (o) On successful completion of the Graduate Programme a graduate may be transferred to an available Jacana Level 1 position at their current pay point.

Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements

4.1 Definitions

4.1.1 For the purposes of these provisions:

- (a) **potentially surplus employee** means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.
- (b) **service** means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transferee as defined in accordance with PSEM By-law 45.1.
- (c) **suitable employment** means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.
- (d) **surplus employee** means an employee in relation to whom the CEO has requested that the employer exercise their powers under section 43 of the PSEM Act.
- (e) **union** means a trade union as defined in the FW Act and which is covered by this Agreement.

4.2 Consulting Relevant Unions

4.2.1 The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:

- (a) notify the relevant union of the potentially surplus situation and the name of the employee; and
- (b) invite the union to meet with an agency representative in relation to the situation.

4.2.2 The employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

4.3 Finding of Other Suitable Employment

4.3.1 The employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

4.3.2 In addition to any other action the employer and/or the CEO may have taken in the period before notice is given in accordance with clauses 4.4 or 4.5, the employer and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

4.3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a

lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 4.6.3 apply.

4.4 Voluntary Retrenchment

- 4.4.1** Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 4.4.2** The surplus employee will have up to seven days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 4.4.3** Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of 4 weeks notice from the date that the offer is accepted, or 5 weeks notice if the employee is over the age of 45 years.
- 4.4.4** The surplus employee may be retrenched at any time within the period of notice under clause 4.4.3, at the direction of the CEO or the request of the employee, in which case an employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 4.4.5** A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks salary including, where applicable, Northern Territory allowance:
- (a) for an employee with at least one year but less than 2 years service: 4 weeks salary;
 - (b) for an employee with at least 2 years but less than 3 years service: 6 weeks salary;
 - (c) for an employee with between 3 years and 3 and a half years service: 7 weeks salary; and
 - (d) for an employee with greater than 3 and a half years service: 2 weeks salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks salary.
- 4.4.6** For the purpose of calculating payment under clause 4.4.5
- (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that they are a surplus employee, the salary level is the employee's salary in their higher designation at the date of notification; and
 - (b) where an employee has been paid a loading for shift work for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of 'weeks salary'.
- 4.4.7** The inclusion of allowances or loadings as salary, other than those specified in clause 4.4.6, will be at the discretion of the employer.
- 4.4.8** The entitlement under:

- (a) clause 4.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
- (b) clause 4.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.

4.4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.

4.4.10 Subject to clause 4.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.

4.4.11 A surplus employee who has a leave airfare entitlement under PSEM By-law 33 or 47 is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

4.5 Notice of Redundancy

4.5.1 A surplus employee cannot be given notice under this clause unless they have:

- (a) been offered a voluntary retrenchment and has declined that offer; or
- (b) has requested a voluntary retrenchment and the employer has refused the request.

4.5.2 Subject to clause 4.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:

- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
- (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.

4.5.3 In addition to notice of redundancy under clause 4.5.2, a surplus employee must be given 4 weeks formal notice (or 5 weeks if the employee is over 45 years) where the relevant period of notice under clause 4.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

4.5.4 The period of notice under clause 4.5.3 constitutes notice for the purposes of section 117 of the FW Act.

4.5.5 The period of notice under clause 4.5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

Example: A 50 year old employee with four years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks notice of redundancy and the NES entitlement to eight weeks redundancy pay which will be paid on termination.

- 4.5.6** In accordance with clause 4.3.2, during the notice periods referred to in this clause the employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.
- 4.5.7** With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 4.5.2 or 4.5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.
- 4.5.8** Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary, including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 4.5.2 and 4.5.3.
- 4.5.9** A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 4.5.2 and 4.5.3 being invoked, is not entitled to receive a greater payment under clause 4.5.8 than the employee would have been entitled to receive had they been voluntarily retrenched.
- 4.5.10** For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 4.5.2 or 4.5.3 is entitled:
- (a) to reasonable leave with full pay; and
 - (b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

4.6 Transfer to other suitable employment

- 4.6.1** A potentially surplus employee or a surplus employee is entitled to 4 weeks notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO, the transfer may occur before the expiry of the 4 week notice period.
- 4.6.2** A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.
- 4.6.3** Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:
- (a) Where the period of notice of redundancy has already been invoked, the greater of:
 - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 4.5.2; or
 - (ii) four weeks; or
 - (b) where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 4.5.2.

- 4.6.4** Income maintenance payments are calculated as follows:

- (a) an amount equivalent to the difference between the employee's nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or
- (b) where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which they received notice of transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

4.6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause 4.6.4(b), is at the discretion of the employer.

4.6.6 An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of their transfer which in the opinion of the employer were brought about by the transfer.

4.7 Use of Accrued Personal Leave

4.7.1 Subject to clause 4.7.2, the periods of notice under clauses 4.5.2 and 4.5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

4.7.2 For the purposes of an employee entitled to income maintenance under clause 4.6.3, the total extension permitted under clause 4.7.1 is capped at 6 months.

Example: A 50 year old employee with 10 years service receives notice of redundancy under clause 4.5.2(b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

4.8 Right of Review

4.8.1 A surplus employee will have a right of review to the employer against any administrative decision made in relation to their eligibility for benefits under these provisions or in relation to the amount of those benefits.

4.8.2 This right does not affect the employee's rights under the FW Act.

4.9 Substitution or Other Provisions

Where the employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

4.10 Exemption

These provisions do not apply to fixed period or casual employees unless otherwise approved by the employer.

SIGNATORIES to the 2017 - 2021 Jacana Energy Enterprise Agreement

.....
Commissioner for Public Employment

Name: Nicole Hurwood
Address: GPO Box 4371
Darwin NT 0801

Dated:

.....
NT Regional Secretary
Community and Public Sector Union
Signed as a bargaining representative of employees covered by this Agreement

Name: Suwan Adamson
Address: GPO Box 458, Darwin, NT, 0801

Dated:

.....
Signed as a self-appointed employee bargaining representative covered by this Agreement

Name: Bret Hood
Address: C/- Jacana Energy
GPO Box 2601, Darwin NT 0801

Dated: