

2015 - 2017

JACANA ENERGY ENTERPRISE AGREEMENT

PART A - APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement will be known as the 2015 - 2017 Jacana Energy Enterprise Agreement.

2 Arrangement

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3 Definitions

For the purpose of this Agreement:

- (a) "Agreement" means the 2015 – 2017 Jacana Energy Enterprise Agreement;
- (b) "CEO" means the Chief Executive Officer of Jacana Energy or his or her delegated officer where applicable;
- (c) "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;
- (d) "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;
- (e) "counts 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 and shift penalties, 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;
- (f) "CPE" means the Commissioner for Public Employment in the Northern Territory;
- (g) "determination" means a determination made by the CPE under the PSEM Act;
- (h) "employee" means a person employed by Jacana Energy under the PSEM Act, who is covered by this agreement;
- (i) "employer" – means the CPE in the Northern Territory.
- (j) "Fair Work Commission" means the body established under the *Fair Work Act 2009* (Cth) to administer that Act;
- (k) "FW Act" means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (l) "Jacana Level 2.3" means the salary that an employee receives at the third pay point of Jacana Level 2 in the salary structure;
- (m) "mutual agreement" means an agreement which has been arrived at between directly affected employees and Jacana Energy, without duress being applied to either party;
- (n) "National Employment Standards" means the minimum employment standards applying under Chapter 2 of Part 2-2 of the *Fair Work Act 2009* (Cth);
- (o) "NTPS" means the Northern Territory Public Sector;
- (p) "Performance and Personal Development Plan" is the individual achievement process established for Jacana Energy;
- (q) "PSEM Act" means the Northern Territory *Public Sector Employment and Management Act* 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;
- (r) "shift worker" means an employee who is designated by Jacana Energy to participate in a rotating shift roster cycle;
- (s) "union" means a union party eligible to be covered by this Agreement.

4 Coverage

This Agreement covers the:

- (a) CPE;

(b) Employees employed by the CPE within a classification set out in **Attachment 1**.

5 Relationship to PSEM Act

- 5.1 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.
- 5.2 The PSEM Act By-laws do not apply to employees covered by this Agreement, however:
- (a) By-law 8 (Long Service Leave);
(note – the application of by-law 8 is subject to the provisions of clause 48 of this Agreement dealing with Long Service Leave)
 - (b) By-law 16 (Special Leave Without Pay);
 - (c) By-law 18 (Miscellaneous Leave);
 - (d) By-law 25 (Meal Allowance);
 - (e) By-law 26 (Northern Territory Allowance);
 - (f) By-law 33 (Recreation Leave Airfares);
 - (g) By-laws 42 to 44 (Remote Locality Provisions); and
 - (h) 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 the Agreement.

6 Objectives of Agreement

- 6.1 The parties acknowledge:
- (a) that a cooperative approach is necessary to effectively implement this Agreement;
 - (b) that continuous improvement strategies, such as improved human resource practices, flexibility in working arrangements and work methods, skills enhancement, individual development, professional development programs, and new business opportunities, are necessary to ensure the efficiency and productivity of Jacana Energy, whilst at the same time improving and maintaining ongoing employment opportunities, and specifically employment security; 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.
- 6.2 The parties will continue to strive towards productivity improvements during the life of this Agreement, including:
- (a) zero harm to all employees;
 - (b) improved quality of service;
 - (c) more responsive solutions to client demands;
 - (d) more cost effective management and work practices;
 - (e) Better use of employees' skills;
 - (f) improved accountability, governance and administrative arrangements;
 - (g) improved access to and use of new technologies; and
 - (h) commitment to and achievement of organisational strategic objectives.

7 Code of Conduct

Employees are required to undertake their duties, having regard to the Code of Conduct. A copy of the Code of Conduct will be provided to each new employee as part of the employee's induction.

8 Safety, Health, Welfare, Discrimination and Workloads

- 8.1 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; and
 - (b) enabling the employer to meet its statutory obligations and strategic corporate objectives.
- 8.2 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) Work Health Safety Committees are established as necessary to comply with the relevant work health safety legislation;
 - (b) Ensuring that all safety equipment purchased by Jacana Energy complies with relevant Australian Standards;
 - (c) Continuation of appropriate mandated safety training;
 - (d) Provision of appropriate safety training and resources for members of safety committees;
 - (e) 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) a commitment that no employee be expected to work beyond 16 hours without a rest period (or such lesser hours as are considered appropriate having regard to agreed guidelines relating to fatigue management, as varied from time to time);
 - (ii) redesign of work processes;
 - (iii) review of organisational structures;
 - (iv) training and development; and
 - (v) employee resources within immediate and related work areas.
- 8.3 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.
- 8.4 The parties are committed to achieving an appropriate work life balance. Whilst recognising that there may be unavoidable peak work periods which result in increased workloads and overtime levels, the parties support the principle that Jacana Energy is sufficiently resourced to enable employees to perform their job within their ordinary hours plus any reasonable additional hours. To enable this, the employer will monitor workloads and staffing levels and implement such strategies as are necessary to facilitate reasonable workloads.
- 8.5 In the event that an employee experiences ongoing and sustained workload issues, corrective action will be agreed between the employee and Jacana Energy as follows:

- (a) the employee will approach his or her manager at first instance to discuss options for resolving the matter (eg: additional training, resourcing, time off in lieu); and
- (b) if no resolution is agreed within three (3) months, the matter will be escalated to the Manager Corporate Services for further consideration.

9 Employment Security

- 9.1 While recognising that reorganisation and changes to staff numbers arising from various factors are occurring within Jacana Energy, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 9.2 The agreement in sub-clause 9.1 to have no involuntary redundancies depends upon the mutual agreement to reasonable retraining and re-deployment to a position which is equivalent in status and remuneration within an employee's current locality to the extent that would not require a move of residence or travel further than a fifty kilometre radius of his/her original work location.
- 9.3 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.
- 9.4 Variations to the principal mechanisms referred to in sub-clause 9.3 will be negotiated and agreed between the parties as required.

10 Redeployment and Redundancy

- 10.1 The provisions of Attachment 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.
- 10.2 The National Employment Standard of the FW Act 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:
 - (a) The second employer recognises the employee's service with the first employer; or
 - (b) The employee rejects an offer of employment made by the second employer that:
 - (i) 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
 - (ii) 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.

11 Period of Operation

- 11.1 This Agreement will commence 7 days after it is approved by the FWC ("the commencement date") and will have a nominal expiry date of 30 June 2017.

11.2 The parties agree to commence negotiations for a replacement enterprise agreement, at least four (4) months prior to the expiry of this Agreement, or earlier or later by agreement between the parties to the Agreement.

12 No Extra Claims

12.1 This Agreement constitutes a final settlement of the parties' claims.

12.2 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 B - CONSULTATION AND DISPUTE RESOLUTION

13 Dispute Settlement Procedures

- 13.1 Subject to sub clauses 13.2 and 13.3 this clause sets out procedures to settle a dispute that relates to:
- (a) A matter arising under this Agreement; or
 - (b) The National Employment Standards.
- 13.2 This clause does not apply in relation to disputes about:
- (a) Refusals for requests for flexible work arrangements on reasonable business grounds under sub-clauses 18.4 and 49.14(b) of the Agreement and section 65(5) of the FW Act; or
 - (b) Refusals for requests for extended parental leave on reasonable business grounds under sub-clause 49.13 of the Agreement and section 76(4) of the FW Act.
- 13.3 An employee who has a grievance about matters referred to in sub-clause 13.2 can utilise section 59 of the PSEM Act.
- 13.4 General
- (a) Subject to 13.2, in the event of a dispute arising in relation to a matter covered by this Agreement or the National Employment Standards the following procedure will apply.
 - (b) Subject to the requirements of the FW Act a party to a dispute may appoint another person, organisation or association to accompany or represent them at any stage of the dispute.
 - (c) The parties to a dispute must genuinely attempt to resolve the dispute through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.
 - (d) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has reasonable concerns about imminent risk to his or her health and safety, has advised his or her supervisor of this concern and has not unreasonably failed to comply with a direction by the his or her supervisor to perform other available work that is safe and appropriate for the employee to perform.
 - (e) 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.
 - (f) Any decision or direction the FWC makes in relation to the dispute will be in writing.
 - (g) Subject to the right of appeal under sub-clause 13.7(d), any direction or decision of the FWC, be it procedural or final, will be accepted by all affected persons and complied with by the parties.
- 13.5 Internal Resolution
- (a) In the event of a dispute, the parties will in the first instance endeavour to resolve the matter internally as follows:
 - (i) The employee will refer the matter to his or her immediate supervisor for resolution, who may request that the employee provide written details of the matter, provided that where the dispute concerns alleged actions of the immediate supervisor, the employee may by-pass this step.
 - (ii) If the matter cannot be resolved under paragraph (i) above, it will be referred in writing to the relevant manager for resolution.

- (iii) If the matter cannot be resolved under paragraph (ii) above, it will be referred in writing to the CEO for resolution.
 - (iv) If the matter cannot be resolved under paragraph (iii) above, it will be referred in writing to the CPE for resolution.
- (b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in paragraph (a) will begin within 48 hours of, and be completed within five (5) working days of the referral relating to that particular stage.

13.6 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with sub-clause 13.5, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of sub-clauses 13.4 and 13.5 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 will 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 his or her own motion, or after application by any party, satisfied him or herself that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

13.7 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 paragraph (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.

14 Consultative Committees

- 14.1 Either party may request an annual joint consultative committee to discuss general employment related issues relevant to Jacana Energy.
- 14.2 In relation to workplace issues, the CEO may establish other consultative committee as a forum for consultation.

15 Management of Change

- 15.1 This clause applies if the employer:
 - (a) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 15.2 For a major change referred to in subclause 15.1(a)
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses 15.3 to 15.9 apply.
- 15.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 15.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 15.5 As soon as practicable after making a decision, the employer must:
- (a) Discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) For the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 15.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 15.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 15.2(a) and subclauses 15.3 and 15.5 are taken not to apply.
- 15.9 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; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 15.10 For a change referred to in paragraph 15.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 15.11 to 15.15 apply.
- 15.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 15.12 If:
- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) The employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 15.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) Discuss with the relevant employees the introduction of the change; and
 - (b) For the purposes of the discussion — provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 15.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 15.16 In this clause:
"relevant employees" means the employees who may be affected by a change referred to in subclause 15.1.

16 Individual Flexible Working Arrangements

- 16.1 The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement (including Attachments) if the arrangement:
- (a) Deals with one or more of the following matters of this Agreement:
 - (i) Arrangements about when work is performed;
 - (ii) Payment for overtime taken as pay or time off in lieu of payment;
 - (iii) Commuted salaries or allowances.
 - (b) Meets the operational needs of Jacana Energy;
 - (c) Is genuinely agreed to by the CEO and employee;
 - (d) Is about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - (e) Must not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

- (f) Results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 16.2 An employee or the CEO can initiate in writing a request for an individual flexibility arrangement.
- 16.3 The CEO must ensure that the individual flexibility arrangement:
- (a) Is in writing;
 - (b) Includes the name of the employee;
 - (c) Is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (d) Includes details of:
 - (i) the terms of the agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) States the period of operation of the arrangement.
- 16.4 To take effect, the individual flexibility arrangement must be approved by the CPE 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 CPE's approval.
- 16.5 The CPE will not approve an individual flexibility arrangement unless he or she is satisfied that the requirements of this clause have been met.
- 16.6 The CEO or employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of not more than 28 days (or in accordance with the FW Act requirements) to the other party to the arrangement; or
 - (b) if the CEO and employee agree in writing – at any time.
- 16.7 An employee may choose to be represented by his/her nominated representative in relation to the development and implementation of individual flexible arrangements under this clause.

17 Variation to Working Arrangements for Groups of Employees

- 17.1 A group of employees and the CEO may agree to depart from the standard approach specified in or developed in accordance with the Agreement, including amongst other matters:
- (a) hours of work, including rostered days off, restricted duties or flextime;
 - (b) commuted salaries or allowances;
 - (c) meal breaks; and
 - (d) leave.
- 17.2 Agreement to vary work arrangements will:
- (a) result in more efficient operations;
 - (b) be genuinely agreed to by the majority of employees involved;
 - (c) result in the employees being better off overall than the employees would have been if no variation had been made;
 - (d) be recorded in writing and approved by the CEO or his/her nominated delegate;

- (e) if required by the parties, include a mechanism to terminate and/or review the agreement; and
- (f) require approval of the CPE and implemented via a determination or other appropriate instrument.

17.3 Relevant unions will be consulted on proposed arrangements prior to approval by the CPE.

18 Work Life Balance Package

18.1 Work Life Balance Initiatives

(a) Jacana Energy is committed to providing employees with flexibility to assist in balancing work and life commitments. The following initiatives may be accessed by employees (except for sub-clause 18.4, this clause does not apply to casual employees):

- (i) use of individual flexible working arrangements as per clause 16;
- (ii) home-based work;
- (iii) job sharing;
- (iv) part-time work;
- (v) career breaks;
- (vi) part-year employment;
- (vii) short term absences for family and community responsibilities; and
- (viii) use of flexible working hours (flexitime).

(b) In addition to the above, the following initiatives in relation to leave may also be accessed by employees to assist in balancing work and life commitments:

- (i) utilisation of recreation leave at half pay;
- (ii) purchase of additional leave; and
- (iii) advance notice of extended leave without pay (up to 12 months).

18.2 General Principles in relation to Work Life Balance Initiatives:

(a) An employee's request to access work life balance initiatives:

- (i) must be in writing; and
- (ii) set out details of the change sought and the reasons for the request.

(b) When considering applications from employees wishing to access the initiatives specified in sub-clause 18.1, the CEO must ensure that:

- (i) Jacana Energy's operational requirements are met and services to the public are not disrupted;
- (ii) employees fulfil the criteria outlined in this clause;
- (iii) fair and reasonable consideration is given to employee applications; and
- (iv) arrangements can be put in place to ensure that approval of the application will not result in unreasonable increases in the workload and overtime required to be performed by other employees.

(c) When considering applications from employees wishing to access the leave initiatives in sub-clause 18.1(b), the CEO must consider whether the application is justified in light of available leave credits and should not approve applications in circumstances where employees are likely to have significant accrued leave entitlements at the time of accessing the leave initiatives.

(d) The CEO must provide written reasons for a decision where an employee's application is refused.

- (e) The CEO may establish internal procedures, for assessing an employee's application, which must not be inconsistent with the provisions of this clause.
- (f) Employees accessing the initiatives provided under this clause are to continue to have the same opportunities in relation to access to training and development, information and meetings, as other employees.
- (g) Employees accessing the initiatives provided under this clause may only engage in paid outside employment in accordance with clause 61 of PSEM Act.

18.3 In addition to the general principles contained in this clause, access to the initiatives described in:

- (a) Sub-clause 18.1(a) and 18.1(b)(iii) above must be in accordance with any relevant Agreement provisions, guidelines or policies; and
- (b) Sub-clause 18.1(b)(i) and 18.1(b)(ii) above must be in accordance with the specific requirements of **Attachment 5**.

18.4 Formal Requirements

- (a) (i) In accordance with the FW Act, where an employee, including an eligible casual employee, is making a request to change his or her working arrangements because certain circumstances, as set out paragraph (ii) below, apply to them and the employee would like to change his or her working arrangements because of those circumstances, the requirements of this sub-clause will apply.

(ii) The following are the circumstances, the employee:

- is the parent, or has responsibility for the care, of a child who is of school age or younger;
- is a carer (within the meaning of the *Carer Recognition Act 2010*);
- has a disability;
- is 55 or older;
- is experiencing violence from a member of the employee's family;
- provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

(b) The employee's request must:

- (i) be in writing; and
- (ii) set out details of the change sought and the reasons for the request.

(c) The CEO must:

- (i) give the employee a written response to the request within 21 days, stating whether the CEO grants or refuses the request;
- (ii) only refuse the request on reasonable business grounds as set out in paragraph (d); and
- (iii) if the request is refused, provide details of the reasons for the refusal.

(d) For the purposes of paragraph (c)(ii) reasonable business grounds includes, but are not limited to:

- that the new working arrangements would be too costly for the employer;
- that there is no capacity to change the working arrangements of other employees to accommodate the request;

- that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the request;
 - that there is likely to be a significant loss in efficiency or productivity;
 - that there is likely to be a significant negative impact on customer service.
- (e) An 'eligible casual employee' is defined under sub-clause 49.2(d) (Parental Leave).

PART C - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

19 Recognition of Prior Employment

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

20 Part-time Employment

- 20.1 Part-time employees are employees employed to work less than 37.5 hours per week, provided that Jacana Energy may only employ a part-time employee on less than 7.5 hours per week at the request of the employee.
- 20.2 No employee who is currently employed on a full-time basis will be required to convert to part-time employment without his or her consent.
- 20.3 The span of hours for part-time employee will be the same span applicable to full time employees.
- 20.4 Overtime will only be paid for work directed to be performed:
- (a) Outside the span of hours as specified in clause 40.2, except where the employee is a shift worker; or
 - (b) In excess of 37.5 hours per week.
- 20.5 Jacana Energy and a part-time employee will agree, in writing, on a regular pattern of work, including which days of the week the employee will work and the actual starting and finishing times each day, provided that no part-time employee will be required to work less than two (2) hours on any day.
- 20.6 A part-time employee will be entitled to all conditions of employment applicable to a full-time employee on a pro rata basis.
- 20.7 Entitlement to apply for a pay progression or bonus in accordance with clause 30 (Performance Development) will be on the basis of having worked the same chronological time that entitles a full-time employee to apply, regardless of the number of hours worked.

21 Casual Employment

Jacana Energy may employ persons on a casual basis for the purpose of meeting particular needs, on terms and conditions set out in Determination Number 3 of 2012 (Casual Employment) or as varied from time to time.

22 Probation

New employees will be subject to a 6 month probationary period, with the option for Jacana Energy to extend this period by a further 6 months.

23 Termination

23.1 Notice of Termination by the Employer

- (a) Subject to paragraph (d) below, in order to terminate the employment of an employee, Jacana Energy will give the employee the following notice in accordance with his or her 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 1 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.

23.2 Notice of Termination by Employee

- (a) In order to terminate his or her employment with Jacana Energy, an employee will give the following notice in accordance with his or her 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 paragraph (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 Jacana Energy for the employee to give shorter notice than the period specified in paragraph (a), the agreement will be recorded in writing by Jacana Energy and the employee will not forfeit any salary.

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

23.4 Abandonment of Employment.

An employee absent from duty without permission for a continuous period of five (5) working days is considered to have abandoned his or her 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 ten (10) working days of the date of the notice, the employee's employment with Jacana Energy will be terminated; and
- (b) if the employee fails to return to work, or to respond to the notice providing a valid reason for his or her continuing absence, within the period specified in paragraph (a) above, the employee will be terminated.

24 Training and Development

24.1 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.

24.2 Training and development opportunities will be;

- (a) planned and budgeted for;
- (b) relevant to the stated outcomes in Jacana Energy's Statement of Corporate Intent and Business Unit Plans; and
- (c) subject to operational requirements.

24.3 Planning for training and development opportunities is a shared responsibility between Jacana Energy managers and employees, with relevant training and development needs identified, agreed and approved during the annual performance and personal development plan.

25 Work Organisation

- 25.1 Employees must work flexibly to suit changing work needs. To ensure effective and efficient operations:
- (a) Jacana Energy 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.
- 25.2 Jacana Energy will undertake major change in accordance with clause 15 and may establish a consultative committee under clause 14.2 in respect of proposed substantial change to program, organisation, structure, or technology that is likely to have a significant effect on employees.

26 Union Related Matters

26.1 Union Representation

- (a) Jacana Energy recognises the legitimate right of unions to represent its members or those employees who are eligible to become members.
- (b) An employee appointed as a union delegate in Jacana Energy (and employed in Jacana Energy) will, upon notification to the CEO, be recognised as an accredited representative of the union. Subject to the prior approval of the CEO, 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.

26.2 Union Training Leave

- (a) For the purpose of assisting employees to understand their rights and entitlements under this Agreement and improving industrial relations, the CEO shall, subject to the provisions of this clause, provide an employee who is an accredited union delegate or nominated employee representative with up to five (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:
 - (i) unless agreed by the CEO, have completed at least twelve (12) months' continuous service prior to taking training leave; and
 - (ii) 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 leave if:
 - (i) he or she provides evidence satisfactory to the CEO of his or her attendance at the course for which training leave was sought; and

- (ii) unless agreed by the CEO, the CEO has received not less than four (4) weeks' written notice of nomination from the union, setting out the time, dates, content and venues of the course.
- (e) Leave granted under this clause will be on ordinary pay, not including shift and penalty payments or overtime.
- (f) Leave granted under this clause will count as service for all purposes.

26.3 Communications

For the purpose of assisting employees to understand their rights and entitlements under the Agreement, the CEO shall, where practicable, make available facilities to assist the union to display notices that are relevant to employment matters on general staff notice boards.

PART D - RATES OF PAY AND RELATED MATTERS

27 Rates of Pay and Pay Progression

- 27.1 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 his or her substantive rate of pay or salary prior to the commencement of this Agreement.
- 27.2 Salary rates and structures are shown in **Attachment 1**.
- 27.3 Automatic annual pay point progressions do not apply in Jacana Energy.
- 27.4 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 Personal Development Plan – refer clause 30 Performance Development of this Agreement.

28 Adjustments in Salaries and Allowances

- 28.1 The salary rates and structures in **Attachment 1** reflect the following salary increases to be paid under this Agreement:
 - (a) 2.05% commencing on 1 July 2015;
 - (b) 2.05% commencing on 1 July 2016.
- 28.2 The First Aid (as it applies to nominated first aid officers), and Overtime Meal allowances will be adjusted annually in accordance with sub-clause 28.1.
- 28.3 The motor vehicle; relocation; accommodation in conjunction with fares out; and travelling allowances will be adjusted with effect from 1 January each year, in accordance with the annual Darwin Consumer Price Index as recorded by the Australian Bureau of Statistics for the previous June quarter. The CPE will give effect to any subsequent annual adjustments required under the Agreement through a determination.
- 28.4 The Damaged Clothes and Northern Territory allowances, along with any bonuses payable under this Agreement, are not adjustable.

29 Payment of Salaries and Allowances

- 29.1 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.
- 29.2 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.
- 29.3 Electronic pay data in lieu of paper pay slips will be maintained across Jacana Energy where possible.

30 Performance Development

- 30.1 The Jacana Energy Performance and Personal Development Plan, which replaces the "MyPlan" scheme, will commence on 1 July 2015. The new performance development scheme is designed to:
 - (a) Encourage high work performance within strategic objectives;
 - (b) Ensure individuals within the organisation are all working in a manner consistent with Jacana Energy's corporate values; and

- (c) Recognise the organisation as a team performance, aligned with Jacana Energy strategic objectives.

30.2 Annual Payment

- (a) Employees will be eligible for annual pay point progression/top of Jacana Level designation bonus/corporate bonus, as outlined in Table 1 in clause 30.5, based on performance over the previous 12 months up until 30 June of each year.
- (b) Employees who qualify for a pay progression under subclause 30.2(a) will receive the pay progression effective from 1 July of the year of assessment. Salary adjustments for the payment should be made as soon as practicable after the assessment has been completed.
- (c) For the avoidance of doubt the first eligible payments under the Jacana Energy Performance and Personal Development Plan, as set out in Table 1, will be payable as soon as practicable after 1 July 2016.

30.3 Eligibility for Progression/Bonus

- (a) To be eligible for pay progression/bonus under this clause an employee must be assessed on the following two elements:

- (i) What individual objectives have been delivered; and
- (ii) How those objectives were delivered (demonstration of corporate values and behaviours);

and must be assessed as having at least 'met' both elements to be eligible for a payment.

(Note: An assessment outcome where an employee has 'not met' or only 'partly met' one or both elements will not attract a payment or pay progression).

- (b) An employee who has 'exceeded' on at least one of the elements in sub-clause 30.3(a) will be eligible for a higher level of payment as per clause 30.5 Table 1.

30.4 All employees are eligible for an annual \$500 corporate bonus where the Jacana Energy Corporate Objectives receive a met rating from the Board of Directors.

30.5 Table 1 – Annual Pay Point Progression/Top of Jacana Level Designation Bonus/Corporate Bonus:

Jacana Energy Performance and Personal Development Plan Assessment Outcomes – Applicable Payment			
		Element 1: What (Individual Objectives)	
		Met	Exceeded
Element 2: How (demonstrated corporate values/behaviours)	Met	\$500	\$1,000
	Exceeded	\$1,000	\$1,000 and either: (i) pay point progression to the next increment within his/her Jacana Level designation; or (ii) if at the maximum of a Jacana Level designation, a top of designation Bonus*
*Top of Jacana Level Designation Bonus			
Employees at the Jacana Level 1 maximum			\$1,750
Employees at the Jacana Level 2 maximum			\$2,250
Employees at the Jacana Level 3 maximum			\$2,750
Employees at the Jacana Level 4 maximum			\$3,250
Jacana Energy Corporate Bonus			
All employees are eligible for an annual corporate bonus where the Jacana Energy Corporate Objectives receive a 'met' rating from the Board of Directors.			\$500

31 Salary Sacrifice for Employer Superannuation

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

- (a) An employee who currently contributes to the Commonwealth Superannuation Scheme is not able to salary sacrifice into that scheme but can salary sacrifice into a complying superannuation fund;
- (b) An employee who currently contributes 6% to Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) may salary sacrifice into the NTGPASS or another complying superannuation fund;
- (c) An employee who currently has his/her employer superannuation guarantee contributions paid to a 'Choice of Fund' (employed after 10 August 1999) may salary sacrifice into that 'Choice of Fund' or other 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 will be assessed against the Commonwealth concessional contribution cap relevant to their age;

- (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 Commonwealth Superannuation Scheme 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).

32 Salary Sacrifice Packaging

- 32.1 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 Australian Taxation Office (ATO) 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 will apply:
- (a) The arrangement operates at no additional cost to the Northern Territory Government either directly or indirectly;
 - (b) An employee employed on a fixed period basis for less than 12 months may only have access to salary sacrifice packaging with the approval of the CEO;
 - (c) 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 will be met by the employee;
 - (d) An employee will meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
 - (e) 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
 - (f) An employee will provide evidence of having obtained or waived his/her right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

PART E - ALLOWANCES AND SPECIAL RATES

33 Higher Duties Allowance

- 33.1 To receive higher duties allowance an employee must perform the normal range of duties in the higher level job for a minimum of 5 working days.
- 33.2 The rate of pay will be the minimum rate set for the higher level job, unless that rate is lower than or equal to the salary received by the employee in his/her nominal position, in which case the employee will be paid at the salary level that first constitutes an increase in salary compared with the employee's nominal position.
- 33.3 Payment of higher duties allowance will be from the date of commencement of the five (5) day period until the employee ceases to perform the normal range of duties.
- 33.4 An employee acting in an Executive Contract position will receive payment in accordance with whichever of the following options constitutes the greatest benefit to the employee:
- (a) At the pay level within the following classifications that first constitutes an increase compared with the remuneration received by the employee in his or her nominal position:
 - (i) The NTPS Senior Administrative Officer or Executive Officer level in the case of an employee acting in an Executive Contract Manager position; or
 - (ii) The NTPS Executive Officer level in the case of an employee acting in an Executive Contract officer position; or
 - (b) At a level that constitutes a 5% increase compared with the remuneration received by the employee in his or her nominal position.
- 33.5 For the purposes of this clause, remuneration means salary plus any allowances or bonuses to which the employee is entitled under this Agreement.

34 Relocation Allowance

- 34.1 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, the employee may be paid a relocation allowance to assist with his or her immediate accommodation needs.
- 34.2 The rate of relocation allowance will be as set out in **Attachment 2** for:
- (a) An employee only; and
 - (b) An employee with a resident family unit.
- 34.3 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.
- 34.4 Where an employee is provided with accommodation, Jacana Energy 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.
- 34.5 Where an employee is not provided with accommodation Jacana Energy may approve payment of a relocation allowance for a period of up to:
- (a) Six (6) fortnights; or
 - (b) Ten (10) fortnights in the case of a relocation to Katherine or Alice Springs, if it assists with recruitment and retention in these locations.

35 Relocation Expenses - Employment or Transfer

- 35.1 Where on appointment, 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.
- 35.2 Jacana Energy 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.
- 35.3 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 his/her relocation.
- 35.4 An employee who is transferred as a result of any disciplinary action will pay the whole cost of transfer.
- 35.5 An employee may, with the approval of Jacana Energy, 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.
- 35.6 The insurance in sub-clause 35.5 does not include insurance payable for:
- (a) Collections or valuables; and
 - (b) Motor vehicles.
- 35.7 Jacana Energy will not accept any liability for loss or damage in respect of removal of items under sub-clause 35.6.
- 35.8 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.
- 35.9 Any payment made under this clause is in addition to any payment made under the Relocation Allowance.

36 Travelling Allowance

- 36.1 Subject to this clause, an employee will be paid a travelling allowance when he or she is travelling on duty and is required to be absent overnight from his or her base employment location.
- 36.2 The travelling allowance payable will be at the rate determined by the CPE, or where that allowance is not considered appropriate in respect of a particular travel situation, such greater or lesser allowance the CEO considers appropriate.
- 36.3 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.
- 36.4 Where an employee is required to be absent from his or her base employment location for a period in excess of fourteen (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.

37 Allowance for Damaged Clothes

- 37.1 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 the 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;

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.

38 Motor Vehicle Allowance

An employee who by agreement with Jacana Energy uses his or her own vehicle on Jacana Energy's business will be paid an allowance at the rate specified in **Attachment 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.

39 First Aid Allowance

- 39.1 A person holding a nationally accredited Apply First Aid (HLTFA311A) 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 **Attachment 2**. The allowance will count as salary for all purposes.
- 39.2 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.

PART F - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

40 Hours of Work (Non-shift workers)

- 40.1 The minimum full time ordinary hours of duty for all employees will be 37.5 hours a week, 75 hours per fortnight, or 150 hours over four (4) weeks.
- 40.2 The span of hours will be 6am - 6pm Monday to Friday.
- 40.3 The actual hours of attendance and the timing and taking of accumulated hours (including flexitime), 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.
- 40.4 Staggered start and finish times may be used in the performance of ordinary hours to accommodate operational requirements and the personal needs of employees.
- 40.5 Rosters/coverage will be prepared in consultation with employees and agreed with individual employees within each business unit.
- 40.6 An employee shall be liable to be called for duty at any time that he or she is required.
- "Additional hours" is work performed in excess of ordinary hours of duty or, in the case of part-time employees, work performed in excess of agreed hours.
- "Overtime" means additional hours actually worked that would attract an overtime payment as applicable clause 43 (Overtime).
- 40.7 Employees are expected to be available to work reasonable additional hours if required by the 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 or delegate of any request or requirement to work the additional hours;
 - (d) Any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (e) The needs of the 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;
 - (j) Any other relevant fact.

41 Flexible Working Hours (Flexitime)

- 41.1 Flexitime is designed to assist employees in achieving a balance between work and family life, with each flexitime arrangement specifically tailored to suit both the employee's and Jacana Energy's requirements.
- 41.2 While employee requests to enter a flexitime 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 flexitime arrangement, the employee must be provided with written reasons for the decision.
- 41.3 Employees may request to enter a flexitime arrangement subject to the following conditions:
- (a) The span of hours being 6:00 am. to 6:00 pm;
 - (b) The minimum full time ordinary hours of duty being 37.5 hours a week, 75 hours per fortnight or 150 hours over four weeks;
 - (c) Agreement with the direct manager that Flexitime is operationally suitable for the work unit and employee;
 - (d) Agreement with the direct manager on the following:
 - (i) The hours of work;
 - (ii) The timing of taking accumulated hours (including days off); and
 - (iii) Meal and work breaks; and
 - (e) Review of the arrangement at any time (following consultation), based on changing operational requirements or employee performance under the arrangement.
- 41.4 Timesheets documenting hours worked towards the accrual of flexitime credits must be kept by the employee and submitted to the direct manager on a fortnightly basis for approval.
- 41.5 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.
- 41.6 Hours worked towards the accrual of flexitime credits accrue on a time for time (ie: single time) basis.
- 41.7 Subject to sub-clauses 41.8 and 41.9, a maximum of five days worth of flexitime credits may be "banked" by agreement between an employee and Jacana Energy. A banked flexitime credit must be used at an agreed time within three months from the date on which it was banked or else it is forfeited.
- 41.8 In addition to the general flexitime banking arrangements set out in sub-clause 41.7, employees who accrue five and half weeks recreation leave per annum, who do not have access to sub-clause 50.4 because their role does not require the performance of overtime may, upon prior approval, may accrue two and half (2.5) days worth of flexitime credits during the period from 1 July 2015 to 30 June 2016, for the purposes of obtaining an additional 2.5 days of recreation leave. The requirement to use banked flexitime credits within 3 months from the date of banking does not apply in these circumstances.
- 41.9 Upon written request, the CEO may approve banking of flexitime arrangements outside of the parameters set out in sub-clause 41.7 if he or she considers that an exception from the general rule is appropriate in the circumstances.

42 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.

43 Overtime

43.1 For the purposes of this clause:

- (a) "day" means from midnight to midnight;
- (b) "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;
- (c) "ordinary time" means the ordinary hours prescribed in clause 40 Hours of Work and days that an employee is usually required to work;
- (d) "overtime" means time worked other than ordinary time; and
- (e) "salary" means an employee's base salary plus any higher duties allowance.

43.2 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 or an extra duty allowance is not eligible to be paid for overtime work.

43.3 Overtime work is not to be performed without prior approval being given by Jacana Energy.

43.4 An employee will not be required to work overtime levels that:

- (a) Result in the employee being unable to perform his or her duties efficiently;
- (b) Cause the employee to become a danger to him/herself or to others; or
- (c) Impact unreasonably upon the employee's personal life, including family responsibilities; or
- (d) Are inconsistent with established guidelines dealing with hours of work.

43.5 Rest Period

- (a) As a general rule, employees should have a break from work ("rest period") of at least eight (8) consecutive hours, plus reasonable travelling time to and from his or her place of employment, between the commencement / cessation of overtime worked and recommencement / cessation of work at ordinary time.
- (b) Where an employee has worked overtime to such an extent that he or she has not had a rest period as set out in paragraph (a) then the employee should 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 paragraph (b) is with pay at ordinary time.

43.6 Rate of Overtime

- (a) The appropriate rate of pay for overtime worked by an employee who is not a shift worker is:
 - (i) For work at any time from Monday to Saturday (inclusive) at the rate of single time and a half for the first two (2) 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) The appropriate rate of pay for overtime worked by an employee who is a shift worker is:
 - (i) For work at any time other than a public holiday, double time; or

- (ii) For work at any time on a public holiday, double time and a half.
- (c) An employee required to resume or continue work without having the rest period prescribed by sub-clause 43.5, will be paid double time until released from duty or stood down.
- (d) Where overtime work extends from one day to another day and a higher rate of pay is payable in relation to one of those days, the appropriate overtime rate payable, for the minimum payment or the entire attendance, is the higher rate of pay.

43.7 Minimum Payment for non-continuous overtime situations

- (a) Overtime work that is not continuous with ordinary time is subject to a minimum payment of four (4) hours for each separate attendance.
- (b) Overtime work commencing prior to midnight on one day and continuing into the next day, counts as one attendance.

43.8 Excess Travelling Time

- (a) Subject to paragraph (b) below, an employee who is required to report for duty at a place other than his or her normal place of employment is entitled to be paid for excess travelling time at the appropriate rate in accordance with sub-clause 43.9.
- (b) An employee who receives a salary that exceeds the first pay point in Jacana Level 2 is not entitled to claim to be paid for excess travelling time.
- (c) Payment for excess travelling time does not affect an employee's entitlement to any other allowance.

43.9 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.

44 Meal Breaks and Overtime Meal Allowances

44.1 Employees, other than shift workers, will not be required to work for more than five (5) continuous hours without a meal break of not less than half or more than one hour.

44.2 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 six (6) hours continuous work, in which case no penalty payment will apply.

44.3 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 he or she becomes 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) In accordance with clause 5.2(d) overtime meal allowances will be payable in accordance with PSEMA Act By-law 25 Meal Allowance.
- (d) An employee is entitled to be supplied a meal or paid an overtime meal allowance at the rate specified in **Attachment 2** on each occasion that the employee is entitled to a meal break in accordance with this sub-clause, except where the employee has been advised by Jacana Energy 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 sub-clause.

45 Shift Work

- 45.1 For the purposes of this clause:
- (a) Day shift means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
 - (b) Afternoon shift means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
 - (c) Night shift means any shift starting at or after 8.00 p.m. and before 6.00 a.m.
- 45.2 The ordinary working hours of shift workers will be 37.5 per week, which can be averaged over the relevant roster cycle.
- 45.3 The following conditions apply to the preparation of shift rosters:
- (a) Employees must not be rostered to work more than eight (8) shifts in any nine (9) consecutive days, or not more than five (5) shifts in any nine (9) consecutive days in the case of continuous shift workers participating in a 12 hour shift roster;
 - (b) Employees must have a minimum break of ten (10) hours between shifts; and
 - (c) The structure of a shift-roster must not be changed without the giving of four (4) weeks prior notice, unless a lesser notice period is agreed by all affected employees.
- 45.4 Jacana Energy may require an employee to work a different shift to his/her rostered shift. An employee's shift will not be changed by Jacana Energy except by one (1) weeks' notice or upon payment of a penalty. Such penalty will be calculated at the rate of double time for all time worked for the period during which the notice of change is less than the requisite notice period.
- 45.5 Shift loadings apply in addition to the ordinary rate of pay at the following percentage rates:
- (a) Afternoon shift - 18.75%
 - (b) Night shift - 22.5%
- 45.6 Penalty rates for Saturday, Sunday and public holiday shifts are as follows:
- (a) Between midnight on Friday and midnight on Saturday - time and a half;
 - (b) Between midnight on Saturday and midnight on Sunday - double time; and
 - (c) Public holiday - double time and a half.
- 45.7 Penalty rates in 45.5 and 45.6 are not cumulative, with rates in 45.6 substituting 45.5.
- 45.8 Where in a cycle of shifts on a regular roster an employee is required to perform roster duty on each of the days of the week, in respect of a public holiday (or day observed in lieu thereof) which occurs on a day on which he/she is rostered off duty, the employee will be entitled to one day's recreation leave credit, or in the case of an employee with an accrued recreation leave credit equal to or exceeding 2 year's worth of recreation leave entitlements, one additional day's ordinary pay.
- 45.9 Where part of a shift falls on a Sunday or public holiday, such shift will be paid as a Sunday or public holiday shift if the majority of the shift is on any such day.
- 45.10 A shift worker, other than a casual employee, not engaged in continuous shift work, who works on a Sunday or public holiday and (except for meal breaks) immediately thereafter continues that work will, on being relieved from duty, be entitled to be absent until he/she has had ten (10) consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during that absence
- 45.11 Shift workers may be relieved from the shift roster to undertake professional development or project opportunities within the span of hours for a period of up to three (3) months duration, whilst continuing to be paid in accordance with their usual shift worker terms and conditions. For periods in excess of three (3) months, employees will be paid in accordance with the terms and conditions of this Agreement applying to non-shift workers.

45.12 Reasonable additional hours and overtime for shift workers will be subject to clauses 40.6 and 40.7.

PART G - TYPE OF LEAVE AND PUBLIC HOLIDAYS

46 Public Holidays

- 46.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 46.2 A public holiday means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 46.3 An employee will observe any day proclaimed or gazetted as a public holiday.
- 46.4 Payment for work on a public holiday is specified in clause 43 (Overtime).

47 Compassionate Leave

47.1 Definitions:

For the purpose of this clause:

- (a) "child" means birth, an adopted, step, exnuptial or adult child;
- (b) "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- (c) "immediate family" means:
 - (i) A spouse, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse of the employee.
- (d) "spouse" includes a former spouse, de facto partner and former de facto partner.

47.2 Subject to sub-clause 47.5 and 47.6 (notice and evidence requirements), in the event of the death of, or serious illness or injury posing a threat to the life of, an employee's immediate family or household member, the employee is entitled to:

- (a) 3 days' paid compassionate leave on each occasion; or
- (b) 2 days' unpaid compassionate leave in the case of a casual employee.

47.3 Such leave may be taken as a block, in broken periods of at least one day, or as agreed between the employee and the CEO.

47.4 In addition to the entitlement under sub-clause 47.247.1, the CEO may grant:

- (a) A further two (2) days' paid compassionate leave on each occasion (in the case of non-casuals); and
- (b) Additional unpaid compassionate leave (in the case of both casuals and non-casuals).

47.5 An employee must provide the CEO with notice of the taking of leave under this clause 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.

47.6 The CEO may require an employee to produce documentary evidence of the need for compassionate leave.

48 Long Service Leave

- 48.1 Subject to the provisions below, PSEM By-law 8 Long Service Leave, as varied from time to time, will apply to Jacana Energy employees.

- 48.2 An employee is required to use a long service leave entitlement within three (3) years of:
- (a) the ten (10) year entitlement accruing;
 - (b) the eleven (11) to twenty (20) year entitlement accruing; and
 - (c) the twenty first (21) to thirty (30) year entitlement accruing.
- 48.3 Only prior service with the NTPS will be recognised for the purposes of long service leave.
- 48.4 The minimum period of long service leave that an employee may be granted is seven (7) calendar days.

49 Parental Leave

49.1 Relationship with National Employment Standards

- (a) The provisions of this clause set out all entitlements in relation to parental leave.
- (b) The provisions of this clause are to be read in conjunction with the National Employment Standards to the extent that if this clause provides a lesser entitlement than the National Employment Standards; the National Employment Standards will apply.

49.2 Definitions

For the purposes of this clause:

- (a) "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.
- (b) "day of placement" in relation to the adoption of a child means the earlier of the following days:
 - (i) The day on which the employee first takes custody of the child for the adoption;
 - (ii) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- (c) "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee.
- (d) "eligible casual employee" means a casual employee engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of:
 - (i) At least twelve (12) months; or
 - (ii) Less than twelve (12) months, provided that the employee has undertaken a previous engagement with the employer, and
 - (A) The employer terminated the previous engagement;
 - (B) There was not more than three (3) months break between the two engagements; and
 - (C) The length of the two engagements is at least twelve (12) months.
- (e) "employee couple" means a couple who are accessing the benefits of sub-clause 49.8 both of whom are NTPS employees and have completed a minimum of twelve (12) months continuous service.
- (f) "medical certificate" means a certificate signed by a medical practitioner.

- (g) "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.
- (h) "parental leave" means any of the types of leave stated in sub-clause 49.3.
- (i) "primary care-giver" means an employee who has primary responsibility for the care of a child.
- (j) "spouse" includes a de facto partner, former spouse or former de facto partner.

49.3 Types of Parental Leave

- (a) Subject to an employee satisfying any specified qualifying requirements, the types of parental leave available under this clause are summarised in the following table:

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
49.4(a)(i)	Ordinary maternity (primary care-giver) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
49.4(a)(ii) 49.9	Ordinary maternity (primary care-giver) – up to 36 months (at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
49.4(a)(iii) 49.9	Ordinary maternity (primary care-giver) - 36 months - (at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)
49.5(a)(i)/ 49.5(b)/ 49.5(d)/	Special maternity - pregnancy related illness - unfit for work – unpaid (No minimum service requirement, includes eligible casual)	-	As stated in medical certificate up to maximum 52 weeks	As stated in medical certificate up to maximum 52 weeks
49.5(a)(ii)/ 49.5(e)(i)/ 49.5(e)(ii)/ 49.5(b)	Special maternity - end of pregnancy - unfit for work – unpaid (No minimum service requirement, includes eligible casual)	-	As stated in medical certificate, up to maximum 52 weeks	As stated in medical certificate, up to maximum 52 weeks
49.5(a)(ii)/ 49.5(e)(iii)/ 49.5(b) 49.9	Special maternity – end of pregnancy – unfit for work - (at least 1 and less than 5 years continuous service)	As stated in medical certificate, up to maximum 14 weeks (or 28 weeks at half pay)	As stated in medical certificate, up to maximum 38 weeks	As stated in medical certificate, up to maximum 52 weeks

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
49.5(a)(ii)/ 49.5(e)(iv)/ 49.5(b) 49.9	Special maternity – end of pregnancy – unfit for work - (at least 5 years continuous service)	As stated in medical certificate, up to maximum 18 weeks (or 36 weeks at half pay)	As stated in medical certificate, up to maximum 34 weeks	As stated in medical certificate, up to maximum 52 weeks
49.6(a)(i)	Paternity/partner leave taken at time of birth – up to 8 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	8 weeks	8 weeks
49.6(a)(ii) 49.9	Paternity/partner leave taken at time of birth – up to 8 weeks (at least 1 and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	7 weeks	8 weeks
49.6(a)(iii) 49.9	Paternity/partner leave taken at time of birth – up to 8 weeks (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 week	8 weeks
49.6(b)(i)	Paternity/partner (primary care-giver) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks (1 year)
49.6(b)(ii)	Paternity/partner (primary care-giver) – up to 36 months– unpaid (at least 12 months continuous service)	-	156 weeks	156 weeks (3 years)
49.7(a)	Pre-adoption leave to attend interviews prior to adoption (no minimum service requirements, includes eligible casual employees)	-	2 days	2 days
49.7(b)(i)	Adoption (primary care-giver upon initial placement of child) – up to 52 weeks – unpaid (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
49.7(b)(ii) 49.9	Adoption (primary care-giver upon initial placement of child) – 36 months (at least 1 and less than 5 years continuous service)	14 weeks (or 28 weeks at half pay)	142 weeks	156 weeks (3 years)
49.7(b)(iii) 49.9	Adoption (primary care-giver upon initial placement of child) – 36 months (at least 5 years continuous service)	18 weeks (or 36 weeks at half pay)	138 weeks	156 weeks (3 years)

Clause	Type of leave and applicable qualifying service requirements	Paid leave	Unpaid leave	Total paid and unpaid leave
49.7(c)(i)	Adoption (partner) – up to 8 weeks taken at time of initial placement– (less than 12 months continuous service, or eligible casual)	-	8 weeks	8 weeks
49.7(c)(ii) 49.9	Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 1 year and less than 5 years continuous service)	1 week (or 2 weeks at half pay)	7 weeks	8 weeks
49.7(c)(iii) 49.9	Adoption (partner) – up to 8 weeks taken at time of initial placement – (at least 5 years continuous service)	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks
49.7(d)(i)	Adoption (partner) (primary care-giver) – up to 52 weeks– (less than 12 months continuous service, or eligible casual)	-	52 weeks	52 weeks
49.7(d)(ii)	Adoption (partner) (primary care-giver) – up to 36 months (at least 12 months of continuous service)	-	156 weeks	156 weeks (3 years)

- (b) Except where otherwise stated in this clause:
- (i) Parental leave is to be available to only one parent at a time, in a single unbroken period;
 - (ii) Where an employee and his or her spouse alternate as the primary care-giver:
 - (A) The stated maximum period of parental leave available to the employee will be reduced by any period of parental leave taken by the employee’s spouse, so that the combined total of parental leave taken by the employee and his or her spouse does not exceed the stated maximum period;
 - (B) The first interchange may be made at any time and subsequent interchanges will be for a period of at least 12 months, unless otherwise approved by the CEO; and
 - (C) Only one employee is entitled to access paid parental leave under this clause.
- (c) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.
- (d) With the exception of eligible casual employees, as set out in sub-paragraph 49.3(e) and, sub-paragraph 49.4(m) or 49.7(a) this clause does not apply to employees engaged on a casual basis.
- (e) Eligible casual employees, as identified in sub-paragraph 49.2(d) are only entitled to access:
- (i) The unpaid parental leave entitlements set out in paragraphs / sub-paragraphs 49.4(a)(i), 49.5(a), 49.5(e)(i), 49.5(e)(ii), 49.6(a)(i), 49.6(b)(i), 49.7(a), 49.7(b)(i), 49.7(c)(i) and 49.7(c)(iv); and
 - (ii) The paid no safe job entitlements as set out in sub-paragraph 49.4(j).

49.4 Ordinary Maternity Leave

- (a) Subject to the requirements of this sub-clause, a pregnant employee may access any one of the following ordinary maternity leave entitlements:
 - (i) Up to 52 weeks unpaid leave, where the employee has less than 12 months continuous service, or an eligible casual employee, at the time of commencing leave;
 - (ii) Up to three years leave, with the first 14 weeks to be paid, provided the employee has completed at least one (1) and less than five (5) years continuous service at the time of commencing leave; or
 - (iii) Up to three (3) years leave, with the first 18 weeks to be paid, provided the employee has completed five (5) or more years continuous service at the time of commencing leave.
- (b) Where an employee's qualifying period of 12 months continuous service referred to in paragraph (a)(ii) ends within 14 weeks of the date on which the employee commenced ordinary maternity leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (c) Where an employee's qualifying period of five (5) years continuous service referred to in sub-paragraph (a)(iii) ends within 18 weeks of the date on which the employee commenced ordinary maternity leave, the first 14 weeks will be paid leave and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (d) To be entitled to ordinary maternity leave, an employee must give her CEO the following notice and evidence:
 - (i) Not less than 10 weeks before the expected date of the birth, a medical certificate stating the expected date of birth;
 - (ii) Not less than four (4) weeks before the intended date of commencement of leave, written notice of the date on which the employee intends to commence leave and the period of leave to be taken, along with a statutory declaration stating that the employee intends to be the child's primary care-giver at all times whilst on leave; and
 - (iii) As soon as is practicable, a copy of the child's birth certificate.
- (e) The employee will not be in breach of paragraph (d) if the failure to give the required notification and evidence is because of the birth occurring earlier than expected or any other compelling circumstance.
- (f) An employee may commence ordinary maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.
- (g) Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that she is fit to work on her normal duties.
- (h) The CEO may require the employee to start ordinary maternity leave if the employee:
 - (i) Does not give the CEO the requested certificate within seven (7) days after the request; or
 - (ii) Within seven (7) days after the request for the certificate, gives the CEO a medical certificate stating that the employee is unfit to work.
- (i) Transfer to Safe Job
 - (i) Where a pregnant employee eligible for ordinary maternity leave under sub-clause 49.4 who has already complied with the requirements of paragraph (d) provides the CEO with a medical certificate from a medical practitioner stating that the employee is fit to work, but illness or risks arising out of the pregnancy or hazards

connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the CEO must, if reasonably practicable, transfer the employee to a safe job with no other change to the employee's terms and conditions of employment for the hours that she works during the risk period.

- (ii) If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (j) No Safe Job Leave
 - (i) If it is not reasonably practicable to transfer the employee to an appropriate safe job, the employee is entitled to take paid no safe job leave for the risk period until the earliest of either:
 - (A) The end of the risk period stated in the medical certificate;
 - (B) The day before the employee commences ordinary maternity leave; or
 - (C) The day before the end of the pregnancy.
 - (ii) The employee is entitled to her base rate of pay for her ordinary hours of work in the risk period.
- (k) Where an employee's child dies during a period of ordinary maternity leave, the employee may continue on leave for a maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of sub-clause 49.14 apply.
- (l) Subject to notice and evidence requirements set out in paragraph (d), where an employee becomes pregnant whilst on a period of ordinary maternity leave, the employee can elect to commence another period of leave, up to the maximum entitlement in accordance with sub-paragraphs 49.4(a)(i), (a)(ii) or (a)(iii) from the date of the birth of the child resulting from the subsequent pregnancy.
- (m) No Safe Job Leave – Casual Employees (other than eligible casual employees)

A casual employee who is pregnant is entitled to be transferred to a safe job as follows:

 - (i) A casual Employee who has given her CEO a medical certificate from a medical practitioner stating that she is fit for work, but illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work during a stated period (the risk period), the CEO must, if reasonably practicable, transfer the employee to an appropriate safe job with no other change to the employee's terms and conditions of employment for the hours that she works during the risk period. If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
 - (ii) If there is no safe job available and the employee has complied with the evidence requirements of paragraph (m)(i), the employee is entitled to unpaid no safe job leave for the risk period.

49.5 Special Maternity Leave

- (a) In addition to any paid sick leave entitlements available to an employee, subject to the requirements of this sub-clause, a pregnant employee, or eligible casual employee, who has not yet commenced ordinary maternity leave is entitled to take special maternity leave where:
 - (i) She has a pregnancy related illness; or
 - (ii) She has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

- (b) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary, provided that the maximum period of special maternity leave is 52 weeks.
- (c) The period of special maternity leave must end before the employee starts any period of ordinary maternity leave.
- (d) Special maternity leave taken by an employee under sub-paragraph (a)(i):
 - (i) Will be unpaid,
 - (ii) Must end before the employee starts any period of ordinary maternity leave; and
 - (iii) Will not be deducted from the maximum period of ordinary maternity leave that the employee is entitled to take.
- (e) Special maternity leave taken by an employee under sub paragraph (a)(ii) will be:
 - (i) Unpaid if the pregnancy ended more than 20 weeks before the expected date of the birth;
 - (ii) Unpaid if the pregnancy ended within 20 weeks of the expected date of the birth and the employee has not completed 12 months continuous service, or eligible casual employee, at the time of commencing leave; or
 - (iii) Paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the employee has completed 12 months continuous service at the time of commencing leave.
 - (iv) Paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of the birth, provided the employee has completed five (5) years continuous service at the time of commencing leave.
- (f) Where an employee's qualifying period of 12 months continuous service referred to in sub-paragraph (e)(iii) ends within 14 weeks of the date on which the employee commenced leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.
- (g) Where an employee's qualifying period of five (5) years continuous service referred to in sub-paragraph (e)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (h) To be entitled to special maternity leave an employee must as soon as is reasonably practicable, give her CEO a written application stating the date on which the employee proposes to commence the leave and the period of leave to be taken; and
 - (i) In the case of special maternity leave taken under paragraph (a)(i) a medical certificate from a medical practitioner stating that the employee is unfit to work for a stated period because of a pregnancy related illness; and
 - (ii) In the case of special maternity leave taken under paragraph(a)(ii), a medical certificate from a medical practitioner stating that:
 - (A) The employee's pregnancy has ended within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child; and
 - (B) The employee will be unfit for work for a stated period.

49.6 Paternity/Partner Leave

Subject to the requirements of this sub-clause, an employee may access the following paternity/partner leave entitlements:

- (a) Paternity/Partner Leave (includes concurrent leave) – birth of child - leave taken with employee's spouse

- (i) In the case of an employee who has not completed 12 months continuous service, or an eligible casual employee, at the time of commencing his or her leave up to eight (8) weeks of unpaid paternity/partner leave to be taken within the week starting on the day that the employee's spouse begins to give birth, with such leave able to be taken at the same time that the employee's spouse is taking paid or unpaid maternity leave;
- (ii) In the case of an employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing his or her leave, up to eight (8) weeks leave including, two (2) weeks paid leave, to be taken within the week starting on the day that the employee's spouse begins to give birth, with such leave able to be taken at the same time that the employee's spouse is taking paid or unpaid maternity leave;
- (iii) In the case of an employee who has completed five (5) or more years continuous service at the time of commencing his or her leave, up to eight (8) weeks leave including two (2) weeks paid leave, to be taken within the week starting on the day that the employee's spouse begins to give birth, with such leave able to be taken at the same time that the employee's spouse is taking paid or unpaid maternity leave;
- (iv) In the case of paternity/partner leave under paragraphs 49.6(a)(i) to (iii):
 - (A) Leave is to be taken in the first 12 months since date of birth of the child.
 - (B) Unless the CEO agrees otherwise, leave must start within the week starting on the day that the Employee's spouse begins to give birth.
 - (C) Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.
 - (D) The Employee must give notice to the CEO at least:
 - (I) 10 weeks before starting the leave, unless paragraph 2) below applies;
 - (II) If the leave is to be taken in separate periods of concurrent leave, and the leave is not the first of those periods of concurrent leave, four (4) weeks before starting the period of concurrent leave; or
 - (III) If that is not practicable – as soon as practicable, which may be a time after the leave has started.
 - (E) Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.
- (b) Paternity/Partner Leave – employee is primary care-giver for the duration of the leave
 - (i) Up to 52 weeks unpaid paternity/partner leave where the employee has less than 12 months continuous service, or an eligible casual employee, at the time of commencing leave, and provided that such leave must end within 24 months of the date of the birth of the child;
 - (ii) Up to three (3) years unpaid paternity/partner leave, provided that such leave must end within 36 months of the date of the birth of the child and the employee has completed 12 months of continuous service at the time of commencing leave;
 - (iii) To be entitled to paternity/partner leave under paragraph (b)(i) or (b)(ii), an employee must give the CEO the following notice and evidence:
 - (A) Not less than 10 weeks before the intended date of commencement of leave written notice of the dates on which he or she proposes to start and finish the period of paternity/partner leave;
 - (B) A statutory declaration stating that the employee intends to be the child's primary care-giver at all times while on paternity/partner leave; and

- (C) As soon as reasonably practicable, a copy of the child's birth certificate.
- (iv) The employee will not be in breach of paragraph 49.6(b)(iii) if the failure to give the required period of notice is because of the birth occurring earlier than expected or any other compelling circumstance.
- (c) Where an employee's child dies during a period of paternity/partner leave under sub-paragraphs (b)(i) or (b)(ii) the employee may continue on leave for maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of sub-clause 49.14 apply.

49.7 Adoption Leave

Subject to the requirements of this sub-clause, an employee may access the following adoption leave entitlements:

- (a) Pre-Adoption Leave - To attend interviews or examinations required to obtain the adoption approval
 - (i) Subject to the notice and evidence requirements set out in paragraphs (a)(iii) and (iv), an employee, eligible casual employee or casual employee, who is adopting a child is entitled to up to 2 days unpaid leave to attend any interviews or examinations required to obtain the adoption approval;
 - (ii) The leave may be taken as:
 - (A) A single continuous period of up to two (2) days; or
 - (B) Any separate periods to which the employee and CEO agree.
 - (iii) Notice and evidence requirements:
 - (A) The notice must be given to the CEO as soon as practicable (which may be a time after the leave has started); and
 - (B) The notice must advise the CEO of the period, or expected period, of the leave.
 - (iv) An employee who has given his or her CEO notice of the taking of unpaid pre-adoption leave must, if required by the CEO, provide evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as required in order to obtain approval for employee's adoption of a child.
- (b) Adoption Leave - employee is nominated as the primary care-giver upon the initial placement of the child:
 - (i) Up to 52 weeks unpaid leave where the employee has less than 12 months continuous service, or eligible casual employee, at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 52 weeks of the date of the placement;
 - (ii) Up to three (3) years leave, with the first 14 weeks to be paid, provided the employee has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement; or
 - (iii) Up to three (3) years leave, with the first 18 weeks to be paid, provided the employee has completed at least five (5) years continuous service at the time of commencing leave. Leave may commence at any time in the two (2) weeks before the date of placement and must end within 36 months of the date of the placement.
 - (iv) Where an employee's qualifying period of 12 months continuous service referred to in sub-paragraph (ii) ends within 14 weeks of the date on which the employee commenced adoption leave, paid leave will only apply for that part of the 14 week period commencing after the end of the qualifying period.

- (v) Where an employee's qualifying period of five (5) years continuous service referred to in sub-paragraph (iii) ends within 18 weeks of the date on which the employee commenced adoption leave, the first 14 weeks will be paid and any additional paid leave (up to 4 weeks) will only apply for that part of the 18 week period commencing after the end of the qualifying period.
- (c) Adoption Partner Leave (includes concurrent leave) – initial placement of child – leave taken with employee's spouse.
 - (i) In the case of an employee who has not completed 12 months continuous service, or an eligible casual employee, at the time of commencing leave, up to eight (8) weeks unpaid adoption leave which can be taken at the same time that the employee's spouse is taking paid or unpaid adoption leave;
 - (ii) In the case of an employee who has completed at least one (1) year and less than five (5) years continuous service at the time of commencing leave, up to eight (8) weeks adoption leave, including one (1) week paid leave, which can be taken at the same time that the employee's spouse is taking paid or unpaid adoption leave;
 - (iii) In the case of an employee who has completed five (5) or more years continuous service at the time of commencing leave, up to eight (8) weeks adoption leave, including two (2) weeks paid leave, which can be taken at the same time that the employee's spouse is taking paid or unpaid adoption leave;
 - (iv) In the case of concurrent leave under paragraph (c)(i) to (c)(iii):
 - (A) Leave is to be taken in the first 12 months from the day of placement of the child.
 - (B) Unless the CEO agrees, leave must not start before the date of placement of the child.
 - (C) Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.
 - (D) The Employee must give notice to the CEO at least:
 - (I) 10 weeks before starting the leave, unless paragraph 2) below applies;
 - (II) If the leave is to be taken in separate periods of leave, and the leave is not the first of those periods of leave, 4 weeks before starting the period of leave; or
 - (III) If that is not practicable – as soon as practicable, which may be a time after the leave has started.
 - (E) Concurrent leave is an exception to the requirement for parental leave to be available to only one parent at a time in a single unbroken period.
- (d) Adoption (Partner) Leave – Employee is nominated primary care-giver for the duration of the leave
 - (i) Up to 52 weeks unpaid adoption leave, where the employee has less than 12 months continuous service, or eligible casual employee at the time of commencing leave, and provided that such leave must end within 24 months of the date of placement of the child;
 - (ii) Up to three (3) years unpaid adoption leave, where the employee has completed more than 12 months continuous service, and provided that such leave must end within 36 months of the date the placement.
- (e) To be entitled to adoption leave under paragraphs (b) or (d), an employee must give the CEO the following notification and evidence:
 - (i) Written notification of the intention to apply for adoption leave as soon as is reasonably practicable after receiving notice of the approval of the placement of the child;

- (ii) Written application stating the dates on which the employee proposes to start and finish the period of adoption leave not less than 10 weeks before the first day of the proposed leave in the case of adoption leave taken under paragraphs (b)(i) to (b)(iii) and (d)(i) to (d)(ii).
- (iii) Before the employee begins a period of adoption leave:
 - (A) A statement from the adoption Agency stating the day when the placement is expected to start; and
 - (B) A statutory declaration stating that the employee intends to be the child's primary care-giver at all times while on adoption leave.
- (f) The employee will not be in breach of paragraph (e) if the failure to give the required period of notice is because the employee is not given sufficient notice of the expected day of placement to enable compliance, or any other compelling circumstance.
- (g) Where an employee has commenced a period of adoption leave and the adoption under paragraphs (b) or (d) is discontinued for any reason (including the death of the child), the entitlement to adoption leave may continue for maximum period of 52 weeks from the date of commencement of leave, unless the employee elects to resume duty, in which case the provisions of sub-clause 49.14 apply.
- (h) Subject to notice and evidence requirements set out in paragraph (e), where an employee exercising adoption leave under sub-paragraphs (b)(i) to (b)(iii) adopts another child during the period of leave, the employee can elect to commence another period of leave, in accordance with sub-clause 49.7(b)(i), 49.7(b)(ii) or 49.7(b)(iii), from the date of placement of the child relating to the second adoption.

49.8 Combined Parental Leave

- (a) An employee couple (as defined in sub-clause 49.2(e)), provided each satisfies the service requirements, may elect to combine their parental leave entitlements provided that the combined period of paid and unpaid leave, does not extend the maximum period of leave entitlement beyond three (3) years from the commencement of the leave;
- (b) Combined Parental Leave is subject to:
 - (i) Provision of all applicable notice and evidence requirements under this clause;
 - (ii) Sub-paragraph 49.14(a) where the birth giver may not return to work any less than six (6) weeks after the date of birth of the child except where the employee provides a medical certificate stating that she is fit for work during that period.
 - (iii) Concurrent leave being used by the employee couple for a maximum of eight (8) weeks and in accordance with concurrent leave provisions set out in sub-paragraph 49.6(a)(iv) and 49.7(c)(iv);
 - (iv) The balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which he or she stated that he or she intends to be the primary caregiver for the total remaining unpaid leave balance;
 - (v) A maximum of two (2) interchanges of employees sharing the combined parental leave; and
 - (vi) Where an employee couple combine their paid leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, the employee shall be paid at his/her salary for the period of leave.

49.9 Parental Leave at Half Pay

- (a) An employee who is entitled to paid parental leave under this clause may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.
- (b) Where an employee applies to extend the period of paid leave under paragraph (a):
 - (i) 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.
 - (ii) Salary and allowances will be paid at 50% of the usual rate for the entire period of parental leave at half pay; and
 - (iii) Unless otherwise approved by the CEO under this clause, the maximum period of parental leave will not be extended.

49.10 Access to Other Leave Entitlements While on Parental Leave

- (a) An employee on unpaid parental leave may access accrued recreation leave and long service leave entitlements.
- (b) Where an employee on parental leave accesses other leave entitlements under paragraph (a), the taking of that other paid leave:
 - (i) Does not break the continuity of the period of parental leave; and
 - (ii) The maximum period of parental leave will not be extended.

49.11 Employment While on Parental Leave

- (a) With the exception of "keeping in touch days" under paragraph (b) and subject to the CEO's approval, an employee on unpaid parental leave without pay may return to duty for any period with Jacana Energy, or another Agency.
- (b) Keeping in Touch Days
 - (i) An employee may agree to attend the workplace on up to ten (10) separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc) provided that:
 - (A) An employee will be paid his or her normal salary for the day's (or part day's) work performed for the purpose of a keeping in touch day; or
 - (B) An employee who performs work under paragraph (b)(i) during a period of paid parental leave will be paid his or her normal salary for the day's (or part day's) work performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.
 - (ii) After considering all the circumstances, including any duty performed under paragraph (a), the CEO may approve an amount of keeping in touch days in excess of the amount specified in paragraph (b)(i).
- (c) An employee on unpaid parental leave may engage in outside employment in accordance with the PSEM Act.
- (d) Employment under paragraphs (a), (b) or (c) will not:
 - (i) Prevent the employee from re-commencing parental leave; or
 - (ii) Extend the maximum period of parental leave.

49.12 Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce major change at the workplace, the CEO will take reasonable steps to:

- (i) Make information available in relation to; and
 - (ii) Provide an opportunity for the employee to discuss, any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform the CEO about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis in accordance with sub-paragraph 49.14(b).

49.13 Extended Period of Parental Leave

(Note: An employee who has initially taken three (3) years parental leave is not entitled to extend his or her parental leave under this clause)

- (a) An Employee who has commenced his or her initial nominated parental leave period under sub-clause 49.4(a), 49.6(b)(i), 49.6(b)(ii), 49.7(b)(i), 49.7(b)(ii), 49.7(b)(iii), 49.7(d)(i), 49.7(d)(ii), and provided that the initial nominated parental leave period is less than 12 months, may extend at his or her discretion the initial nominated parental leave on one occasion to provide a total of up to 12 months parental leave since commencement of leave, by giving the CEO at least four (4) weeks written notice before the end of the initial leave period.
- (b) Where an employee has accessed his or her right to extend parental leave on one occasion under paragraph (a) and the employee intends to request a further period of parental leave, or where an employee's initial nominated parental leave period was 12 months or more (but less than three (3) years) and the employee intends to request a further period of parental leave, an employee may request to, subject to CEO approval and notice periods set out in paragraph (c), extend parental leave as follows:
 - (i) In relation to leave (up to 52 weeks) taken under sub-clause 49.4(a)(i), 49.6(b)(i), 49.7(b)(i), or 49.7(d)(i):
 - (A) Where an employee's extension under paragraph (a) results in the employee's total period being less than 12 months, a further extension up to a total of 52 weeks.
 - (B) Where an employee has completed 52 weeks parental leave, to extend parental leave by up to a further 52 weeks.
 - (C) An employee cannot extend the period of parental leave beyond 24 months after the date of birth or day of placement of the child.
 - (ii) In relation to leave (up to three (3) years) taken under sub-clause 49.4(a)(ii), 49.4(a)(iii), 49.6(b)(ii), 49.7(b)(ii), 49.7(b)(iii), or 49.7(d)(ii):
 - (A) Where an employee's extension under paragraph (a) results in the Employee's total period being less than 12 months – a further extension up to a total of three (3) years.
 - (B) Where an employee's subsequent extension in paragraph A. results in the employee's total period being less than three (3) years – a further extension up to a total of three (3) years.
 - (C) An employee cannot extend the period of parental leave beyond three (3) years after the date of birth or day of placement of the child.
- (c) An employee must give the CEO a written request to extend parental leave at least:
 - (i) four (4) weeks before the end of the nominated period where employee has been on parental leave for a period up to 52 weeks; or
 - (ii) 12 weeks where the employee has been on parental leave for a period in excess of 52 weeks.

- (d) Except for paragraph (a), the CEO's response to an employee's request to extend leave under this sub-clause will be in accordance with sub-clause 49.15.
- (e) Any additional parental leave granted under this sub-clause will be unpaid.

49.14 Returning to Work After a Period of Parental Leave

- (a) An employee on ordinary maternity leave may not return to work any less than six (6) weeks after the date of birth of the child except where the employee provides a medical certificate stating that she is fit for work during that period.
- (b) To assist in reconciling work and parental responsibilities, if agreed between the CEO and the employee, the employee may return to work on a part-time basis to care for the child who is of school age or younger, provided that such request is not made less than eight (8) weeks prior to the date that the employee is due to return to work. Responses to requests will be in accordance with sub-clause 49.15.
- (c) If agreed between CEO and the employee, an employee whose period of parental leave has started may reduce the period of parental leave. Responses to requests will be in accordance with sub-clause 49.15.

An application must be made at least:

- (i) Four (4) weeks before the end of the nominated period where employee has been on parental leave for a period up to 52 weeks; or
 - (ii) 12 weeks where the employee has been on parental leave for a period in excess of 52 weeks.
- (d) Unless otherwise provided under this sub-paragraph, an employee must give the CEO or his/her delegate written notice of the date on which he or she intends to return to work following a period of parental leave as follows:
 - (i) Four (4) weeks where the employee has been on parental leave for a period of up to 52 weeks; or
 - (ii) 12 weeks where the employee has been on parental leave for a period in excess of 52 weeks.
 - (e) An employee returning from a period of up to 24 months' parental leave is entitled to the position which he or she held immediately prior to commencing leave, or if the pre-leave position no longer exists, to a position of similar pay and status, or in the case of an employee who:
 - (i) Was transferred to a safe job under sub-clause 49.4(i) or 49.4(m) prior to commencing leave, to the position held immediately prior to such transfer; or
 - (ii) Was promoted to a new position during the period of parental leave, to the new position.

49.15 CEO's Consideration of Employee's Request

In relation to an employee's request made under sub-paragraph 49.13(b) or 49.14(b) or 49.14(c):

- (a) The CEO will consider the request and respond in writing within 21 days having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds.

Reasonable business grounds include, but are not limited to:

- Excessive cost of accommodating the request;
- That there is no capacity to reorganise work arrangements of other employees to accommodate the request;
- The impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement staff;

- That there would be significant loss of efficiency or productivity;
 - That there would be a significant negative impact on customer service.
- (b) The employee's request and the CEO / delegate's decision in respect of the request must be recorded in writing.

49.16 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred to perform the work of another employee who is going to take, or is taking parental leave.
- (b) Before the CEO engages a replacement employee the CEO must inform that person:
- (i) Of the temporary nature of the employment
 - (ii) Of the return to work rights of the employee who is being replaced; and
 - (iii) Of the rights of the employer to require the employee taking parental leave to return to work if the employee ceases to have any responsibility for the care of the child.

49.17 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an employee's continuity of service.
- (b) Subject to paragraph (d) below, any period of paid parental leave, including paid leave as a result of access to accrued entitlements under sub-clause 49.10 will count as service.
- (c) Subject to paragraph (e) below, any period of unpaid parental leave will not count as service.
- (d) Where any employee elects to take paid parental leave at half pay in accordance with sub-clause 49.9, only the first 1 week, 2 weeks, 14 weeks or 18 weeks, whichever is applicable will count as service.
- (e) With the exception of any period during which the employee is engaged in outside employment during normal working hours, the first 14 weeks or 18 weeks whichever is applicable, from commencement of unpaid maternity, special maternity or adoption leave resulting from the application of sub-paragraph 49.4(b), 49.4(c), 49.5(f), 49.5(g), 49.7(b)(iv), and 49.7(b)(v) will count as service.

49.18 Superannuation Contributions during Period of Parental Leave

- (a) This provision is to provide employer superannuation contributions benefits to female employees, with 12 months continuous service at the time of commencing parental leave, and who may take unpaid leave during the first six months of their parental leave.
- (b) An employee who is either the birth giver or primary carer in the case of adoption leave, for the first six (6) months of parental leave will continue to receive employer superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, for the first six (6) months of parental leave.
- (c) The maximum amount of employer superannuation contributions provided under this sub-clause will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved parental leave.

50 Recreation Leave

50.1 Definitions:

The following definitions will apply for the purposes of this clause:

- (a) "Month" means a calendar month.

(b) "Year" means a calendar year.

50.2 Recreation Leave Entitlement

- (a) Employees (except for those engaged on a casual basis) are entitled to accrue recreation leave entitlements as follows:
- (i) Five and a half (5½) weeks paid recreation leave per year from 1 July 2015;
 - (ii) Six (6) weeks paid recreation leave per year from 1 July 2016;
 - (iii) Six (6) weeks paid recreation leave per year in the case of employees who commenced with the NTPS prior to 1 July 2001;
 - (iv) An additional seven consecutive days, including non-working days, paid recreation leave per year in the case of a seven (7) day shift worker, provided that in the case of a shift worker rostered to perform duty on less than ten (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.
- (b) A rostered overtime shift of three (3) hours or more which commences or ceases on a Sunday will count in the calculation of entitlements in paragraphs (a)(iv).

50.3 Election to convert entitlement

- (a) An employee can make a once only election to reduce his/her recreation leave entitlement to a minimum of four (4) 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.

50.4 Option for employees to accrue an additional two and half (2.5) days recreation leave.

From 1 July 2015 to 30 June 2016, an employee who accrues five and half week recreation leave per annum, may increase the amount of leave he/she may access through the accrual of an additional 2.5 days of recreation leave in lieu of overtime; or through the purchase of an additional 2.5 days of leave under the purchased leave arrangements provided the total leave is not greater than six weeks.

Note: Provisions relating to the purchase of additional leave in excess of the 2.5 days to convert from a five and a half (5½) weeks to a six (6) week recreation leave balance are set out in **Attachment 5**.

- (a) Accrual of additional 2.5 days of leave in lieu of overtime
- (i) During the period from 1 July 2015 to 30 June 2016, an employee to whom this clause applies, may at any time elect, in writing to his/her manager, to accrue 2.5 days of recreation leave per annum in lieu of:
 - (A) Overtime hours worked; or
 - (B) Flexitime hours worked in the case of an employee whose role does not require the performance of overtime (refer sub-clause 41.8).
 - (ii) The additional 2.5 days of recreation leave will accrue in accordance with the overtime rates specified in sub-clause 43.6 of this Agreement.
 - (iii) Hours worked for the purposes of accruing an additional 2.5 days of recreation leave in lieu of overtime must be approved, in writing, in advance of work being performed and recorded on completion.
 - (iv) Employees receiving a salary that exceeds the Jacana Level 3 maximum are deemed to be entitled to overtime for the purposes of this clause.
- (b) Additional 2.5 days of leave through a purchased leave arrangement

- (i) During the period from 1 July 2015 to 30 June 2016, an employee to whom this clause applies, may at any time elect in writing to his/her manager to purchase an additional 2.5 days of leave ("purchased leave").
- (ii) In utilising the purchased leave under paragraph (b) the employee is not required to first exhaust his/her recreation leave credits or long service leave credits.
- (iii) An employee purchasing an 2.5 days of leave under this sub-clause may utilise that purchased leave at anytime, subject to the usual approval processes that apply to the use of recreation leave under sub clause 50.7.
- (iv) The 2.5 days of purchased leave:
 - (A) Must be paid for in advance of the leave commencing; and
 - (B) Will count as service for all purposes.

50.5 Cash out of leave

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

- (a) The employee's remaining accrued entitlement to paid recreation leave is not less than four (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 five (5) days is to be cashed-out on any occasion.

50.6 Accrual of leave

- (a) An employee's entitlement to paid recreation leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- (b) If an employee takes unpaid leave that does not count as service, recreation 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 his/her agreed hours of work.
- (d) Recreation leave accumulates from year to year.

50.7 Granting of leave

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

50.8 Excess leave

- (a) Where an employee has accrued recreation leave in excess of two (2) years (or three (3) years in the case of compulsory transferees), the CEO may, on giving a minimum of two (2) months notice, direct the employee to take a period of recreation leave to reduce the accrued leave balance to the equivalent of two (2) years (or three (3) years in the case of a compulsory transferee) of entitlements.
- (b) An employee who has been directed to take leave must take the leave within a three (3) month period, or such longer reasonable period as agreed, taking into account operational requirements.

50.9 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under Attachment 5), the employee is entitled to his or her full rate

of pay that he or she would have been paid had the public holiday fallen on a day that he or she was not on recreation leave; and

- (b) The period of the public holiday is not deducted from the employee's recreation leave entitlement.

50.10 Illness during leave

Where an employee becomes ill during a period of recreation leave and the illness is supported by documentary evidence as set out in clause 54 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

(Note: Clause 54.8 provides that where recreation leave had been previously approved at half pay, any personal leave granted in lieu shall also be at half pay.)

50.11 Payment in Lieu

- (a) Where an employee ceases employment, other than by death, the 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 CPE has directed that an employee will 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.

51 Christmas Close Down

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

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

51.2 Close down 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 close down 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 close down period in the first instance; or
- (b) If no volunteers are forthcoming, directing employees with at least two (2) months notice to cover the close down period.

51.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flex time credits to cover the close down period.

51.4 New employees, who will not be able to accrue enough leave credits to cover the close down period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu or flex time credits to be accrued to cover the close down period.

51.5 If an employee has insufficient recreation leave credits, time off in lieu or flex time credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

52 Recreation Leave Loading

52.1 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. Subject to paragraph (b), the amount of the loading will be the lesser of:
 - (i) Seventeen and a half percent 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 the all purposes; or
 - (ii) A maximum payment the equivalent of the Australian Statistician's Northern Territory male average weekly total earnings for the June quarter of the previous year.
- (b) In the case of a shift worker who would have been entitled to shift penalties in excess of the maximum payment referred to in paragraph (a)(ii) had the employee not been on recreation leave, the amount of the recreation leave loading will be equivalent to the shift penalties.

52.2 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 loading 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 paragraph (b) will be the salary payable had the employee been employed on 1 January of that year.

52.3 Automatic cash-out of recreation leave loading

- (a) Where an employee has two (2) or more recreation leave loadings, the following automatic payment provisions will apply:
 - (i) 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;
 - (ii) An employee with two (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;
 - (iii) Recreation leave loadings will be paid in the order of accrual;
 - (iv) Recreation leave loadings will continue to be taxed in accordance with current 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.
- (b) The automatic payment of recreation leave loadings will not apply to shift workers.

53 Recreation Leave Airfares

53.1 The automatic cash payment of an air fare under By-law 33(15) Airfares, will be paid on the common cash-up date, being the first payday on or after 1 May each year.

53.2 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.

- 53.3 An employee can elect to use an accrued air fare in conjunction with travelling time under By-law 33 Airfares by giving notice in writing two (2) months before the common cash-up date.
- 53.4 The provisions of this clause will apply to compulsory transferees.

54 Personal Leave

54.1 General

Subject to this clause, an employee may 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); or
 - (ii) An unexpected emergency affecting the member (carer's leave).

54.2 Definitions

The following definitions will apply for the purpose of this clause:

- (a) "child" means birth, adopted, step, exnuptial or adult child.
- (b) "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the employee;
- (c) "immediate family" member means:
 - (i) a spouse, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild, or sibling of a spouse of the employee.
- (d) "medical certificate" means a certificate signed by a registered health practitioner;
- (e) "personal leave year" means twelve (12) months service from the anniversary of commencement or twelve (12) months service since receiving the last personal leave entitlement;
- (f) "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); and
- (g) "spouse" includes a former spouse, a de facto partner or a former de facto partner.

54.3 Paid Personal Leave Entitlement

- (a) An ongoing employee is entitled to:
 - (i) Three (3) weeks paid personal leave on commencement of employment; and
 - (ii) Three (3) weeks paid personal leave annually on the anniversary of the employee's commencement date.
- (b) A fixed period employee is entitled to:
 - (i) Two (2) days paid personal leave on commencement of employment;
 - (ii) Up to one week of paid personal leave for each period of two (2) months service provided that the total leave does not exceed three (3) weeks within the first 12 months of service; and
 - (iii) Three (3) weeks paid personal leave annually on the anniversary of the employee's commencement date.

- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of paragraph (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 will receive paid personal leave on a pro-rata basis in accordance with his or her 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) Leave on account of illness where the absence is without pay and not covered by documentary evidence;
 - (ii) Unauthorised absence; or
 - (iii) Leave without pay that does not count as service.

54.4 Accessing Paid Personal Leave

- (a) Subject to the requirements of sub-clauses 54.6 and 54.7 (notice and evidence requirements) an employee is entitled to access paid personal leave up to a maximum of his or her accrued personal leave entitlement.
- (b) An employee may access personal leave without providing documentary evidence, up to a maximum of three (3) days or the equivalent number of hours of duty per personal leave year, provided that no more than two (2) of those days may be consecutive working days or the equivalent number of hours of duty.
- (c) Notwithstanding paragraph (b), any absence immediately preceding or following a public holiday or weekend, will require medical evidence.
- (d) An employee may request that personal leave be taken at half pay in order to extend the period of personal leave taken.

54.5 Additional Personal Leave

- (a) Subject to the requirements of sub-clauses 54.6 and 54.7, an employee who has exhausted his/her entitlement to paid personal leave under sub-clause 54.3 is entitled to access up to two (2) days unpaid carer's leave on each occasion that he/she requires carer's leave . This may be taken as a single unbroken period of up to two (2) days or any separate periods as agreed between the employee and the CEO.
- (b) After considering all relevant circumstances, the CEO may grant:
 - (i) An amount of unpaid leave in excess of the amount specified in paragraph (a);
 - (ii) Additional sick/carer's leave on half pay, which cannot be converted to full pay; or
 - (iii) Access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be sick/carer's leave for all other purposes under the provisions of this clause.
- (c) The CEO may approve additional sick leave on full pay to an employee who has exhausted all of his or her sick leave entitlement, having regard to established guidelines.
- (d) The provisions of paragraphs (a) and (b)(i) apply to casual employees.

54.6 Notice Requirements

An employee must make all reasonable effort to advise his/her manager as soon as reasonably practicable on any day of absence from his or her 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 his/her manager by telephone of such absence at the first opportunity of such absence.

54.7 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 sub-clause 54.4(b), to be entitled to personal leave an employee must, as soon as reasonably practicable provide the CEO with the following documentary evidence:
 - (i) A medical certificate from a registered health practitioner; or
 - (ii) A statutory declaration in cases where it is not reasonably practicable for the employee to provide a medical certificate because they are:
 - (A) Unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner;
 - (B) Reside in a remote or regional area (ie: outside the environs of Darwin, Palmerston or Alice Springs); or
 - (C) Accessing leave in order to care for an immediate family member; provided that the statutory declaration states:
 - (I) The reasons why it was not practicable to provide a medical certificate; and
 - (II) The reasons for, and length of absence.
- (c) Subject to sub-clause 54.4(b), 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 sub-clause 54.1(b) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with evidence which may include a medical certificate from a Registered Health Practitioner or other relevant documentary evidence stating the condition of the person concerned, or the unexpected emergency, and that this condition/unexpected emergency required the employee's care or support.

54.8 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of sub-clauses 54.6 and 54.7, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service leave had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

54.9 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 approved by the CPE:
 - (i) If an employee is frequently or continuously absent, or expected to be so, due to illness;
 - (ii) If it is considered that an employee's efficiency may be affected due to illness;
 - (iii) If there is reason to believe that an employee's state of health may render the employee a danger to him/herself, 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 paragraph (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 sub-paragraph (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 is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

54.10 Infectious disease

Where an employee produces documentary evidence that:

- (a) He/she is infected with, or has been in contact with, an infectious disease as defined under the *Notifiable Diseases Act*; 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:
 - (i) Sick leave for any period during which the employee actually suffers from illness; or
 - (ii) Recreation leave in relation to any period during which the employee does not actually suffer from illness.

54.11 War service

The CPE will determine the conditions under which personal leave may be granted to an employee where an illness or injury is directly attributed to the employee's war service, provided satisfactory medical evidence is produced.

54.12 Personal leave – Workers Compensation

An employee is not entitled to paid sick 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 Northern Territory workers compensation legislation.

55 Leave to Attend Industrial Relations Business

- 55.1 An employee required by summons or subpoena to attend industrial proceedings, or to give evidence in proceedings affecting the employee will be granted paid leave.
- 55.2 Leave to attend industrial proceedings counts as service for all purposes.

56 Release to Attend as a Witness

- 56.1 An employee subpoenaed or called as a witness will promptly notify his or her supervisor.
- 56.2 Where an employee is required to attend as a witness on behalf of the Commonwealth, a State or a Territory the employee may elect to receive payment of witness fees or receive normal pay, but not both. If such attendance is in his or her own time, he or she may elect to be credited with time on duty for the period of attendance or accept payment of witness fees.
- 56.3 Subject to sub-clause 56.4 below, in all other cases where an employee is subpoenaed or called as a witness, the period of absence will be unpaid, unless the employee elects to utilise accrued leave entitlements.
- 56.4 Where an employee is required to attend as a witness on behalf of Jacana Energy, the employee will be regarded as being on duty.
- 56.5 Leave with pay will count as service. Leave without pay will not count as service.

57 Release for Jury Service

- 57.1 An employee required to attend for jury service will promptly notify his or her supervisor.
- 57.2 An employee required to attend for jury service during ordinary hours of duty will be granted leave of absence with full pay during that period.
- 57.3 As such, an employee who attends for jury service during ordinary hours of duty will pay to the Receiver of Territory Monies such proportion of fees received for his or her attendance as Jacana Energy thinks reasonable, having regard to the total period of attendance as a juror and the expenses incurred by the employee in respect of that attendance.
- 57.4 Such leave will count as service.
- 57.5 An employee who is on paid recreation leave and is summoned as a juror may have a period equal to the time required to attend as a juror credited to the employee's leave entitlement.

58 Study Assistance & Leave

- 58.1 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.
- 58.2 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.
- 58.3 Provided the requirements of sub-clause 58.2 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.
- 58.4 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 his/her part; or
 - (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.
- 58.5 Subject to sub-clause 58.7, in addition to the requirements under sub-clause 58.3(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.
- 58.6 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.
- 58.7 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 (or delegate) upon commencement of the employee's employment on the condition that the employee may only apply for reimbursement after having completed three year's continuous service with Jacana Energy or other NTPS agencies.
- 58.8 Provided the requirements of sub-clause 58.2 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 four (4) hours per week including travelling time;
 - (b) Without pay for leave in excess of four (4) hours per week or on a time in lieu basis for leave in excess of four (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 four (4) weeks in any year, including travelling time, in order to attend residential components of the course; and
 - (ii) A further period of two (2) days, per approved unit of study, per semester.
- 58.9 The CEO shall not approve study leave under sub-clause 58.8 where the approved course of study is available outside normal working hours.
- 58.10 The approval for study leave with pay does not include time off to prepare for examinations.
- 58.11 In addition to the study leave provisions set out in clauses 58.8, the CEO may, in his or her absolute discretion, approve an extended period of leave without pay for study purposes, which will not count as service.

Attachment 1 – Salary Structures

Jacana Level Salary Translation

Designation	Pay Point	Annual Salary Rates Effective 14/08/2014
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Band 4	4	\$ 132,671
	3	\$ 126,270
	2	\$ 120,259
	1	\$ 114,529

Band 3	5	\$ 109,066
	4	\$ 103,887
	3	\$ 98,923
	2	\$ 94,216
	1	\$ 89,714

Band 2	6	\$ 85,454
	5	\$ 81,374
	4	\$ 77,486
	3	\$ 73,802
	2	\$ 70,285
	1	\$ 66,935

Grad	3	Band 1	7	\$ 63,749
	2^^		6	\$ 60,705
	1^		5	\$ 57,826
Under Grad	4		4	\$ 55,064
	3		3	\$ 52,442
	2		2	\$ 50,018
	1		1	\$ 47,709

Trainee	3	\$ 41,761
	2	\$ 38,668
	1	\$ 35,576

Classification	Pay Point	Annual Salary Rates Effective 1/7/15 (2.05%)	Annual Salary Rates Effective 1/7/16 (2.05%)
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Jacana Level 4 (JL4)	4	\$ 135,391	\$ 138,167
	3	\$ 128,859	\$ 131,501
	2	\$ 122,724	\$ 125,240
	1	\$ 116,877	\$ 119,273

Jacana Level 3 (JL3)	5	\$ 111,302	\$ 113,584
	4	\$ 106,017	\$ 108,190
	3	\$ 100,951	\$ 103,020
	2	\$ 96,147	\$ 98,118
	1	\$ 91,553	\$ 93,430

Jacana Level 2 (JL2)	6	\$ 87,206	\$ 88,994
	5	\$ 83,042	\$ 84,744
	4	\$ 79,074	\$ 80,695
	3	\$ 75,315	\$ 76,859
	2	\$ 71,726	\$ 73,196
	1	\$ 68,307	\$ 69,707

Jacana Level 1 (JL1)	7	\$ 65,056	\$ 66,390	Grad	3	
	6	\$ 61,949	\$ 63,219		2^^	
	5	\$ 59,011	\$ 60,221		1^	
	4	\$ 56,193	\$ 57,345		Under Grad	4
	3	\$ 53,517	\$ 54,614			3
	2	\$ 51,043	\$ 52,089			2
	1	\$ 48,687	\$ 49,685			1

Trainee	3	\$ 42,617	\$ 43,491
	2	\$ 39,461	\$ 40,270
	1	\$ 36,305	\$ 37,050

^ Graduates with a 3 year degree will commence on pay point 5 of Jacana Level 1

^^ Graduates with a 4 year degree will commence on pay point 6 of Jacana Level 1

Undergraduates will commence on pay point associated with number of completed years of study eg: year 1 completed - pay point 2

Attachment 2 – Allowances

Allowance	Clause Number	Frequency	Old Rates Effective 1/1/15 \$	Rates Effective 1/1/16 \$	Rates Effective 1/1/17 \$
Accommodation in conjunction with Fares Out	By-law 43	day	121.00	According to CPI	According to CPI
Relocation	Clause 35				
Employee only		per fortnight	534.00	According to CPI	According to CPI
Employee with Dependents		per fortnight	738.00	According to CPI	According to CPI
Travelling	Clause 36				
Accommodation		night	83.50	According to CPI	According to CPI
Incidentals		day	13.10	According to CPI	According to CPI
Meal Rates					
Breakfast		-	17.00	According to CPI	According to CPI
Lunch		-	26.10	According to CPI	According to CPI
Dinner		-	36.70	According to CPI	According to CPI
Motor Vehicle	Clause 38				
		per km for employee	0.76	According to CPI	According to CPI
		per km for carrying goods passengers or towing	0.05	According to CPI	According to CPI

Allowance	Clause Number	Frequency	Old Rates Effective 14/8/14 \$	Rates Effective 1/7/15 \$	Rates Effective 1/7/16 \$
Damaged Clothes	Clause 37	-	490.00	490.00	490.00
First Aid Allowance	Clause 39	per week	18.00	18.40	18.80
Overtime Meal	Clause 44	per meal	25.50	26.00	26.50

Attachment 3 – Classification Stream Descriptors and Stream Specific Progression Principles

This attachment 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.

1 Jacana Level Officers

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 retail, finance, procurement, occupational health and safety, training, marketing, project administration, economics, human resources, 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, Administrative Assistant, Personal Assistant, Customer Service Officer, Procurement Officer, System Administrator, Human Resources Consultant, Payroll/Account Officer, Finance Officer, OHS Advisor, Training Advisor

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 temporary contract of employment until attainment of a relevant qualification.
- (c) Existing employees who transfer to the Trainee Jacana Level stream will maintain their employment status as permanent or temporary.
- (d) A Trainee may be eligible to access Jacana Energy's study assistance scheme.
- (e) An offer of ongoing employment as a Jacana Level 1 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 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 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.

Attachment 4 - Northern Territory Public Sector Redeployment and Redundancy Entitlements

1. Definitions

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 By-Law 45.1 General of the PSEM Act.
- (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 his or her 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.

2. Consulting Relevant Unions

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.

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

3. Finding of Other Suitable Employment

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

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 or 5, the employer and CEO will, during

all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

- 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 6.3 apply.

4. Voluntary Retrenchment

- 4.1 Where a surplus employee is unable to be placed in other suitable employment, the employer may offer the employee a voluntary retrenchment.
- 4.2 The surplus employee will have up to seven (7) days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
- 4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four (4) weeks' notice from the date that the offer is accepted, or five (5) weeks' notice if the employee is over the age of 45 years.
- 4.4 The surplus employee may be retrenched at any time within the period of notice under clause 4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.
- 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 (1) year but less than two (2) years' service: four (4) weeks' salary;
 - (b) For an employee with at least two (2) years but less than three (3) years' service: six (6) weeks' salary;
 - (c) For an employee with between three (3) and three and a half (3.5) years' service: seven (7) weeks' salary; and
 - (d) For an employee with greater than three and a half (3.5) years' service: two (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.
- 4.6 For the purpose of calculating payment under clause 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 he or she is a surplus employee, the salary level is the employee's salary in his or her 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".

- 4.7 The inclusion of allowances or loadings as salary, other than those specified in clause 4.6, will be at the discretion of the employer.
- 4.8 The entitlement under:
- (a) Clause 4.3 constitutes notice for the purposes of section 117 of the FW Act; and
 - (b) Clause 4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 4.9 All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.10 Subject to clause 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.
- 4.11 A surplus employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and his or her recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.

5. Notice of Redundancy

- 5.1 A surplus employee cannot be given notice under this clause unless he or she has:
- (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.
- 5.2 Subject to clause 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.
- 5.3 In addition to notice of redundancy under clause 5.2, a surplus employee must be given four weeks' formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 5.4 The period of notice under clause 5.3 constitutes notice for the purposes of section 117 of the FW Act.

5.5 The period of notice under clause 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 4 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 8 weeks' redundancy pay which will be paid on termination.

5.6 In accordance with clause 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.

5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 5.2 or 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.

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 5.2 and 5.3.

5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 5.2 and 5.3 being invoked, is not entitled to receive a greater payment under clause 5.8 than the employee would have been entitled to receive had he or she been voluntarily retrenched.

5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 5.2 or 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.

6. Transfer to other suitable employment

6.1 A potentially surplus employee or a surplus employee is entitled to four 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 four week notice period.

6.2 A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving his or her 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.

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 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 5.2.

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 he or she received notice of the transfer, the difference between the employee's higher duties salary and the lower salary upon transfer.

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

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 his or her transfer which in the opinion of the Employer were brought about by the transfer.

7. Use of Accrued Personal Leave

7.1 Subject to clause 7.2, the periods of notice under clauses 5.2 and 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.

7.2 For the purposes of an employee entitled to income maintenance under clause 6.3, the total extension permitted under clause 7.1 is capped at six months.

Example: A 50 year old employee with 10 years' service receives notice of redundancy under clause (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.

8. Right of Review

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

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

9. Substitution or Other Provisions

9.1 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 or a surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

10. Exemption

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

Attachment 5 – Work Life Balance Initiatives

1 General

- 1.1 In addition to the principles contained in clause 18 Work Life Balance of the Agreement, access to the initiatives set out below must be in accordance with this Attachment.
- 1.2 The provisions of this Attachment do not apply to casual employees.
- 1.3 In accessing the leave initiatives set out below, it is not intended that employees be advantaged or disadvantaged in relation to the administration of accrual or payment of entitlements.

2 Recreation Leave at Half Pay

- 2.1 An employee may apply to utilise one or more weeks of his/her recreation leave at half pay, in order to double the period of leave.
- 2.2 An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 2.3 Where an employee utilises an amount of recreation leave at half pay:
 - (a) 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.
 - (b) Salary and allowances will be paid at 50% of the usual rate, for the entire period of half pay.
- 2.4 A period of recreation leave at half pay does not break continuity of service.
- 2.5 The second half of the period of recreation leave at half pay will not count as service and service based entitlements will be effected accordingly.
For example: If an employee utilises 2 weeks recreation leave over a period of 4 weeks at half pay, service based entitlements (eg: personal leave, long service leave, paid parental leave) will be deferred by 2 weeks.

3 Purchase of Additional Leave (“Purchased Leave”)

- 3.1 Entitlement to purchased leave
 - (a) An employee who has completed twelve (12) months continuous service may, with approval of the CEO, purchase up to six weeks additional leave per year with a corresponding reduction in the number of working weeks.
Note: Additional leave purchased under clause 50.4(b) does not count towards the additional leave available for purchase under this clause.
 - (b) An employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.
- 3.2 Method of purchase
 - (a) Additional leave must be purchased in advance and must be used within six (6) months after payment is completed.
 - (b) An employee purchasing additional leave will pay an amount equal to salary for the additional leave over a twelve (12) month period. Payments will be deducted from the employee’s gross fortnightly salary.

For example, Fred earns an annual gross salary of \$47,006 or \$1802.15 per fortnight. He purchases an additional 4 weeks leave which equates to two fortnightly pays (ie. \$3604.30) . Fred's fortnightly deductions over a 12 month period (26 pays) would be:

- \$138.80 for the first deduction; and
- \$138.62 for the remaining 25 deductions.

(Note: DCIS payroll is responsible for calculating actual deductions associated with an application for purchased leave).

- (c) The employee's deductions for purchased leave will be increased in accordance with salary increases applying during the period of the Agreement.
- (d) A period shorter than twelve (12) months for purchasing additional leave may be implemented with the CEO's approval.

3.3 Administrative

- (a) For the period over which payments are being deducted from an employee's salary to fund a purchased leave arrangement, compulsory employer superannuation contributions are calculated on the salary that the employee was paid:
 - (i) prior to purchased leave deductions being made in the case of NTGPASS and CSS employees; and
 - (ii) after purchased leave deductions being made in the case of Choice of Fund employees.
- (b) Purchased leave will count as service for all purposes.
- (c) Purchased leave does not attract a leave loading.
- (d) Before accessing the additional leave an employee who purchases additional leave will be required to exhaust all available:
 - (i) Recreation leave entitlements; and
 - (ii) Long service leave entitlements, except where the employee has satisfied the conditions of clause 48.2,
- (e) Provided that such requirement is waived in circumstances where an employee endeavours to exhaust available leave entitlements, but is prevented from doing so due to the operational requirements of Jacana Energy.
- (f) If an employee does not use the purchased leave within the period agreed and leave is not deferred, it will lapse and the employee will be reimbursed monies paid.
- (g) Purchased leave must be taken in minimum periods of one week.
- (h) A public holiday that falls within a period of purchased leave will extend the period of leave.

3.4 Independent Advice

Prior to entering into or ceasing a purchased leave arrangement an employee should seek, at his/her own expense, independent advice regarding:

- (a) His/her financial situation;
- (b) The potential impact on taxation; and
- (c) The potential impact on superannuation.

3.5 Agreement

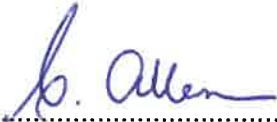
- (a) A purchased leave agreement must be in writing.
- (b) A purchased leave agreement is non-renewable. On the expiry of an existing agreement, the employee may lodge a new application for approval by the CEO.

3.6 Cessation of purchased leave

- (a) A purchased leave arrangement may cease in the following ways:
 - (i) At the request of the employee on the giving of four (4) weeks written notice to the CEO, provided that approval of the request is at the discretion of the CEO, based on operational and other relevant considerations.

- (ii) At the initiative of the CEO, on the giving of three (3) months written notice to the employee, along with reasons for the cessation.
 - (iii) The employee ceases employment with Jacana Energy;
 - (iv) The employee moves to a new work area within Jacana Energy, or to another Agency (unless the new work area or Agency agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with paragraph (a), the employee will be reimbursed a lump sum payment of monies paid within two (2) months of the date of cessation, provided that where the employee has already commenced the period of purchased leave, he or she will be reimbursed monies paid on a pro-rata basis, in accordance with the portion of monies relating to the unused period of leave.

SIGNATURE PAGE



.....
Commissioner for Public Employment

Name: Craig John Allen
Address: GPO Box 4371
Darwin NT 0801

Dated: 6th July 2015



.....
Bret Hood
Nominated Bargaining Representative of employees covered by this Agreement
Address:

Dated: 8th July 2015.