

# **2017 - 2021**

## **Jacana Energy Enterprise Agreement**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**



# 2017 - 2021 Jacana Energy Enterprise Agreement

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## PART 1 – APPLICATION AND OPERATION OF AGREEMENT

### 1. Title

This Agreement will be known as the 2017 - 2021 Jacana Energy Enterprise Agreement.

### 2. National Employment Standards (NES)

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

### 3. Definitions

For the purpose of this Agreement:

- (a) **Agreement** means the 2017-2021 Jacana Energy Enterprise Agreement;
- (b) **CEO** means the Chief Executive Officer of Jacana Energy or their 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) **count as salary for all purposes** means the allowance is deemed to form part of an employee's base salary when calculating paid leave (including long service leave), payments in lieu of paid leave, recreation leave loading, overtime, redundancy payments, superannuation and workers' compensation subject to any relevant governing legislation. Unless specifically stated within the relevant clause, an allowance, loadings, overtime, penalty rates or bonuses do not count as salary for any purpose;
- (f) **Commissioner** means the Commissioner for Public Employment in the Northern Territory;
- (g) **determination** means a determination made by the employer 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 Commissioner;
- (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) **mutual agreement** means an agreement which has been arrived at between directly affected employees and Jacana Energy, without duress being applied to either party;
- (m) **National Employment Standards** means the minimum employment standards applying under Chapter 2 of Part 2-2 of the *Fair Work Act 2009* (Cth);
- (n) **NTPS** means the Northern Territory Public Sector;
- (o) **Performance and Development Plan** is the individual achievement process established for Jacana Energy;
- (p) **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;
- (q) **PSEM By-law** means a By-law made under section 60 of the PSEM Act, as amended from time to time.
- (r) **union** means a union party eligible to be covered by this Agreement in accordance with clause 4.

#### 4. Parties Covered by this Agreement

This Agreement covers the:

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

#### 5. Relationship to PSEM Act

5.1 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 By-laws do not apply to employees covered by this Agreement, however:

- (a) By-law 8 (Long Service Leave);  
*Note – the application of PSEM By-law 8 is subject to the provisions of clause 50 of this Agreement dealing with Long Service Leave.*
- (b) By-law 16 (Leave Without Pay);
- (c) By-law 18 (Miscellaneous Leave);
- (d) By-law 25 (Meal Allowance);

- (e) By-law 26 (Northern Territory Allowance), subject to clause 41;
- (f) By-law 33 (Recreation Leave Airfares); and
- (g) By-laws 45 to 54 (Compulsory Transferees);

as varied from time to time, are to be applied as if terms, conditions and entitlements otherwise provided under this Agreement.

## **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 are necessary to ensure the efficiency and productivity of Jacana Energy as a Government Owned Corporation operating in a highly regulated, competitive market environment, whilst at the same time improving and maintaining ongoing employment opportunities, and specifically employment security. Examples of such strategies are contemporary people and culture practices, flexibility in working arrangements and work methods, professional and individual capability development, and new business opportunities; and
- (c) the need to jointly examine and consider all options when pursuing improvement strategies to ensure the achievement of the most cost-effective and productive outcomes.

### **6.2 The parties will continue to strive towards productivity improvements during the life of this Agreement, including:**

- (a) continued focus on the wellbeing of employees;
- (b) commitment to and achievement of organisational strategic objectives and key performance Indicators;
- (c) improved quality of customer service to develop a superior customer experience;
- (d) more responsive solutions to market demands;
- (e) more cost-effective management and work practices;
- (f) better use of employees' skills;
- (g) improved access to and use of new technologies; and
- (h) improved accountability, governance and administrative arrangements.

## **7. Code of Conduct**

Employees are required to undertake their duties, having regard to both the NTPS and Jacana Energy Codes of Conduct, which may be amended from time to time. A copy of



the Codes 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 and CEO 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) Provision of appropriate safety training and resources for members of safety committees.
- (c) Monitoring of employees' working hours and utilisation of options to ensure that hours do not reach a level that compromises health and safety including:
  - (i) 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 their 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 months, the matter will be escalated to the CEO for further consideration.

## **9. Employment Security**

- 9.1 While recognising that reorganisation and changes to employee numbers arising from various factors are occurring within Jacana Energy, the parties agree that there will be no involuntary redundancies and no job losses arising directly from the implementation of this Agreement.
- 9.2 The agreement in clause 9.1 to have no involuntary redundancies depends upon the mutual agreement to reasonable retraining and redeployment 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 50 kilometre radius of their 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 clause 9.3 will be negotiated and agreed between the parties as required.

## **10. Redeployment and Redundancy**

- 10.1 The provisions of Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements do not apply in transfer of business or transfer of employment situations where work of the employer is transferred or outsourced to another employer and the employee is offered employment with the second employer to perform the same or substantially similar work.
- 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 seven days after it is approved by the FWC ('the commencement date') and will have a nominal expiry date of 30 June 2021.

11.2 The parties agree to commence negotiations for a replacement enterprise agreement at least four months prior to the expiry of this Agreement, or earlier or later by agreement between the parties to this 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 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 clauses 18.4 and 51.19(e) 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 clause 51.20 of the Agreement and section 76(4) of the FW Act.
- 13.3 An employee who has a grievance about matters referred to in clause 13.2 can utilise section 59 of the PSEM Act to have the decision reviewed.
- 13.4 In the event of a dispute about a PSEM By-law issued under the PSEM Act that applies to Jacana Energy, clauses 13.6 to 13.7 will apply.
- 13.5 General
- (a) 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.
  - (b) 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.
  - (c) Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with usual practice prior to the dispute arising, provided that this does not apply to an employee who has reasonable concerns about an imminent risk to their health and safety, has advised their supervisor of this concern and has not unreasonably failed to comply with a direction by their supervisor to perform other available work that is safe and appropriate for the employee to perform.
  - (d) Subject to any agreement between the parties in relation to a particular dispute, it is agreed that the provisions of the FW Act will be applied by the FWC with respect to the exercising of its functions and powers under this clause.
  - (e) Any decision or direction the FWC makes in relation to the dispute will be in writing.
  - (f) Subject to the right of appeal under clause 13.8(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.

### 13.6 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 their 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 clause 13.6(a)(i) above, it will be referred in writing to the relevant manager for resolution.
  - (iii) If the matter cannot be resolved under clause 13.6(a)(ii) above, it will be referred in writing to the CEO for resolution.
  - (iv) If the matter cannot be resolved under clause 13.6(a)(iii) above, it will be referred in writing to the Commissioner for resolution.
- (b) Where reasonably practicable, attempts to resolve the matter under each stage of the process referred to in clause 13.6(a) will begin within 48 hours of, and be completed within five working days of, the referral relating to that particular stage.

### 13.7 Conciliation

- (a) If the dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance with clause 13.6, any party may refer the dispute to the FWC, for resolution by conciliation.
- (b) Provided the requirements of clauses 13.5 and 13.6 have been met by the parties to the dispute, it is agreed that jurisdiction will not be raised by any party at conciliation.
- (c) Conciliation before the FWC 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 the member's own motion, or after application by any party, satisfied themselves that there is no likelihood that further conciliation will result in a settlement within a reasonable period.

### 13.8 Arbitration

- (a) If a dispute remains unresolved at the completion of conciliation, either party may refer the dispute to the FWC for determination by arbitration, subject to any jurisdictional submissions.
- (b) Where a member of the FWC has exercised conciliation powers in relation to the dispute, that member will not be the member responsible for conducting the arbitration if any party to the dispute objects to that member doing so.

- (c) Subject to clause 13.8(d), the determination of the FWC is final and binding.
- (d) A party may appeal an arbitrated decision of a single member of the FWC, with leave of the full bench, provided that such appeal is lodged within 21 days of the decision being made.

#### **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 a consultative committee as a forum for consultation.

#### **15. Management of Change**

- 15.1 This clause applies if the CEO:
  - (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 clause 15.1(a):
  - (a) the CEO must notify the relevant employees of the decision to introduce the major change; and
  - (b) clauses 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 CEO of the identity of the representative;the CEO must recognise the representative.
- 15.5 As soon as practicable after making a decision, the CEO 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 CEO 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 CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15.7 The CEO 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 CEO, the requirements set out in clause 15.2(a) and clauses 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 Jacana Energy 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 clause 15.1(b):
  - (a) the CEO must notify the relevant employees of the proposed change; and
  - (b) clauses 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 CEO of the identity of the representative;
- the CEO must recognise the representative.
- 15.13 As soon as practicable after proposing to introduce the change, the CEO 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 CEO reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the CEO 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 CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15.15 The CEO 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 clause 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 Schedules) if the arrangement:
- (a) deals with one or more of the following matters of this Agreement:
    - (i) arrangements about when the 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 the 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 this 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 their 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 employer and implemented via a determination or other appropriate instrument and the CEO must give the employee a copy of the determination or other appropriate instrument within 14 days of the employer's approval.
- 16.5 The employer will not approve an individual flexibility arrangement unless they are 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 a 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 this Agreement, including amongst other matters:

- (a) hours of work, including rostered days off, restricted duties or flexitime;
- (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 approval by the CEO or their nominated delegate;
- (e) if required by the parties, include a mechanism to terminate and/or review the agreement; and
- (f) require approval of the employer and implemented via a determination or other appropriate instrument.

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

## **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 (with the exception of 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 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 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) clauses 18.1(a) and 18.1(b)(iii) above must be in accordance with any relevant Agreement provisions, guidelines or policies; and
  - (b) clauses 18.1(b)(i) and 18.1(b)(ii) above must be in accordance with the specific requirements of Schedule 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 their working arrangements because certain circumstances, as set out in clause 18.4(a)(ii) below, apply to them and the employee would like to change their working arrangements because of those circumstances, the requirements of this 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 clause 18.4(d); and
    - (iii) if the request is refused, provide details of the reasons for the refusal.

- (d) For the purposes of clause 18.4(c)(ii) reasonable business grounds include, 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 clause 51.3(f) (Parental Leave).

## **PART C – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

### **19. Recognition of Prior Employment**

Except in the case of a casual employee, an employee whose services are terminated on account of reduction of employees or insufficiency of work and who is subsequently re-employed by Jacana Energy within a 12 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 their consent.
- 20.3 The span of hours for part-time employees will be the same span applicable to full-time employees.
- 20.4 Overtime will only be paid for work directed to be performed in accordance with clause 45.
- 20.5 The CEO 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 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 31 (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**

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

## **23. Termination**

### **23.1 Notice of Termination by the Employer**

- (a) Subject to clause 23.1(d) below, in order to terminate the employment of an employee, Jacana Energy will give the employee the following notice in accordance with their years of continuous service:
  - (i) not more than 1 year 1 week;
  - (ii) more than 1 year but not more than 3 years 2 weeks;
  - (iii) more than 3 years but not more than 5 years 3 weeks; or
  - (iv) more than 5 years 4 weeks.
- (b) The period of notice is to be increased by one week if the employee is over 45 years old and has completed at least two 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 their employment with Jacana Energy, an employee will give the following notice in accordance with their years of service:
  - (i) not more than 1 year 1 week;
  - (ii) more than 1 year but not more than 3 years 2 weeks;
  - (iii) more than 3 years but not more than 5 years 3 weeks; or
  - (iv) more than 5 years 4 weeks.
- (b) Subject to clause 23.2(c) below, if an employee leaves without giving and working out the required notice, the employee forfeits an amount equal to the salary for the period not worked.
- (c) Where agreement is reached with the CEO for the employee to give shorter notice than the period specified in clause 23.2(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 working days is considered to have abandoned their employment and the following process will apply:

- (a) the CEO will notify the employee in writing that unless the employee returns to work within a further 10 working days of the date of the notice, the employee's employment with Jacana Energy will be terminated; and
- (b) if the employee fails to return to work, or to respond to the notice providing a valid reason for their continuing absence, within the period specified in clause 23.4(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 development plan.

#### **25. Work Organisation**

25.1 Employees must work flexibly to suit changing work needs. To ensure effective and efficient operations:

- (a) the CEO may direct employees to undertake all work within their remuneration level skills, training competence and development, including work within their skills and competence that is incidental or peripheral to their main tasks or functions, provided that such duties are not designed to promote deskilling, nor used to victimise the employee; and
- (b) employees will use such tools and equipment as may be required provided that the employee is trained and competent (and holds any requisite authorisations) in the use of such tools and equipment.

25.2 the CEO 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) The CEO 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 be recognised as an accredited representative of the union. Subject to operational requirements, an accredited union delegate shall be allowed reasonable time during working hours to consult with members or employees who are eligible to become members on employment matters affecting employees.
- (c) A union delegate will advise the CEO that they have been appointed as a union delegate.

### **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 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 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 if:
  - (i) the employee provides evidence satisfactory to the CEO of their 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 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 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 employee notice boards.

### 26.4 Delegate's Rights and Obligations

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

## **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 their substantive rate of pay or salary prior to the commencement of this Agreement.
- 27.2 Salary rates and structures are shown in Schedule 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 Development Plan – refer clause 31 Performance Development of this Agreement.

### **28. Adjustments in Salaries and Allowances**

- 28.1 The salary rates and structures in Schedule 1 reflect the following salary increases to be paid under this Agreement:
  - (a) 2.5% commencing on 1 July 2017;
  - (b) 2.5% commencing on 1 July 2018;
  - (c) 2.5% commencing on 1 July 2019;
  - (d) 2.5% commencing on 1 July 2020.
- 28.2 The first aid (as it applies to nominated first aid officers), on call and overtime meal allowances will be adjusted annually in accordance with salary increase rates in 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 employer 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. Competency Based Increments for Contact Centre Employees**

- 29.1 Competency based increment progression shall apply to all Jacana Energy Customer Care Advisors employed at the Jacana Level 1 classification who:
  - (a) are employed on a full-time basis; or
  - (b) are employed on a casual or part time basis and work an average of at least 50 % of full-time hours.

- 29.2 Competency based increments will be applied within Jacana Level 1 increment points 1 to 7, in accordance with Jacana Energy Competency Based Assessment framework for Customer Care Advisors.

### **30. Payment of Salaries and Allowances**

- 30.1 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.
- 30.2 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.
- 30.3 Electronic pay data in lieu of paper pay slips will be maintained across Jacana Energy where possible.

### **31. Performance Development**

- 31.1 The Jacana Energy Performance and Development Plan (PDP) framework is designed to:

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

#### **31.2 Annual Payment**

- (a) Employees will be eligible for an annual bonus or pay point progression as outlined in clause 31.4 Table 1, based on performance over the previous 12 months up until 30 June of each year.
- (b) Employees who qualify for a pay progression under clause 31.2(a) will receive the pay progression effective from 1 July of the year of assessment.
- (c) Salary adjustments and bonus payments should be made as soon as practicable after the assessment has been completed.
- (d) For the avoidance of doubt:
  - (i) the first eligible payments under the Jacana Energy PDP framework, as set out in clause 31.4 Table 1, will be payable as soon as practicable after 1 July 2018; and
  - (i) unless otherwise agreed, assessments under clause 31.3 for the year ending 30 June 2021 (date of nominal expiry of this agreement) will be made under this Agreement.

### 31.3 Eligibility for Progression/Bonus

- (a) To be eligible for pay progression/bonus under this clause an employee must be assessed on the following elements of the PDP framework:
- (i) what corporate and individual objectives have been delivered; and
  - (ii) how those objectives were delivered (demonstration of corporate values and behaviours).
- (b) An employee who has received an overall score of 'Met', 'Met Plus' or 'Exceeded' as a result of the assessment in clause 31.3(a) will be eligible for a bonus payment or pay progression as per clause 31.4 Table 1.

*Note: An assessment outcome where an employee has 'not met' or only 'partly met' in the overall score will not attract a bonus payment or pay progression.*

### 31.4 Table 1 – Annual Pay Point Progression/Bonus:

Overall Score	Bonus or Pay Progression
Met	\$1000 Bonus
Met Plus	Progression of one pay point to the next increment within the employee's Jacana level or, if at the maximum of a Jacana Level, 50% of Top of Band Bonus
Exceeded*	Progression of two pay points within the employee's Jacana level or, if at the maximum of a Jacana level, a Top of Band Bonus
<b>Top of Band Bonus</b>	
Employees at the Jacana Level 1 maximum**	\$1750
Employees at the Jacana Level 2 maximum	\$2250
Employees at the Jacana Level 3 maximum	\$2750
Employees at the Jacana Level 4 maximum	\$3250

\*An employee on the second highest increment within a Jacana Level designation with an Exceeded score will receive one pay point progression to the highest increment and 50% of the Top of Band Bonus for the respective Jacana Level.

\*\*The Top of the Band Bonus on a JL1 payable for a Met Plus score is \$1000.

## 32. Salary Sacrifice for Employer Superannuation

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

- (a) An employee who currently contributes to the Commonwealth Superannuation Scheme (CSS) is not able to salary sacrifice into that scheme but can salary sacrifice into another complying superannuation fund.

- (b) An employee who currently contributes 6% to Northern Territory Government and Public Authorities Superannuation Scheme (NTGPASS) may salary sacrifice into NTGPASS or another complying superannuation fund.
- (c) An employee who currently has their employer superannuation guarantee contributions paid to a 'Choice of Fund' superannuation fund (for example an employee after 10 August 1999) may salary sacrifice into that fund or another complying superannuation fund.
- (d) While there is no limit to the amount an employee can salary sacrifice to superannuation, the amount sacrificed plus any other employer contributions (whether real or notional), will be assessed against the Commonwealth concessional contribution cap relevant to their age. The employee is responsible for any tax and interest that may be imposed by the Australian Taxation Office or other relevant authority for them exceeding the Commonwealth concessional contribution cap.
- (e) The arrangement operates at no additional cost to the Northern Territory Government, either directly or indirectly.
- (f) The arrangement does not operate to reduce employer superannuation contributions for employees that would ordinarily be payable by the Northern Territory Government in the absence of salary sacrifice arrangements.
- (g) When an employee who is member of the CSS 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).

### **33. Salary Sacrifice Packaging**

33.1 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 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) 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;
- (c) an employee will meet any administration costs as part of the salary package arrangements, including any Fringe Benefit Tax liabilities that may arise;
- (d) an employee's salary for superannuation purposes and severance and termination payments shall be the gross salary which would have been received had the employee not entered into a salary sacrifice packaging arrangement; and

- (e) an employee will provide evidence of having obtained or waived their right to obtain independent financial advice prior to entering into a salary sacrifice packaging arrangement.

## **PART E – ALLOWANCES AND SPECIAL RATES**

### **34. Higher Duties Allowance**

- 34.1 An employee who is required to perform all or part of the duties of a higher level job for a minimum of five consecutive working days is eligible to receive a higher duties allowance.
- 34.2 Payment of higher duties allowance will be from the date of commencement of the five day period until the employee ceases to perform the normal range of duties.
- 34.3 The higher duties allowance will be calculated as the difference between the employee's salary and the minimum salary for the higher level job, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.
- 34.4 Where the minimum salary of the higher level job is lower than or equal to the employee's salary the allowance will be calculated by reference to the pay point that first constitutes an increase in salary for the employee.
- 34.5 An employee acting in an Executive Contract position will receive a higher duties allowance in accordance with the following:
- (a) the allowance shall be calculated as the difference between the employee's salary and a salary determined by the CEO;
  - (b) the salary determined by the CEO shall be no more than 5% higher than pay point 7 of the Jacana level 4 classification; and
  - (c) the salary determined by the CEO shall be at least be the greater of:
    - (i) the first pay point of the Jacana Level 4 classification; or
    - (ii) a 5% increase on the employee's salary.

### **35. Relocation Allowance**

- 35.1 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 their immediate accommodation needs.
- 35.2 The rate of relocation allowance will be set out in Schedule 2 for:
- (a) an employee only; and
  - (b) an employee with a resident family unit.
- 35.3 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.



- 35.4 Where an employee is provided with accommodation, the CEO may approve payment of a relocation allowance of a once only payment of one fortnight's allowance, irrespective of whether an accommodation cost is incurred.
- 35.5 Where an employee is not provided with accommodation the CEO may approve payment of a relocation allowance for a period of up to:
- (a) six fortnights; or
  - (b) 10 fortnights in case of a relocation to Alice Springs, if it assists with recruitment and retention in these locations.

### **36. Relocation Expenses – Employment or Transfer**

- 36.1 Where on employment, promotion, transfer, secondment, redeployment, or as a result of an inability process it is necessary for an employee to move from one location to another to take up duty, Jacana Energy may, having regard to all relevant circumstances of the appointment, authorise payment to an approved carrier of:
- (a) an amount equal to the cost of conveyance of the person, immediate family members (if any) and reasonable household furniture and effects; or
  - (b) a lesser allowance as determined by Jacana Energy to assist the person to relocate.
- 36.2 The CEO will not authorise payment of salary or any allowance based on salary in respect of any period of travel occurring prior to commencement of duty.
- 36.3 An employee who requests and is permitted to voluntarily transfer from one district or place to another, will have no entitlement under this clause and will bear all costs of their relocation.
- 36.4 An employee who is transferred as a result of any disciplinary action will pay the whole cost of transfer.
- 36.5 An employee may, with the approval of the CEO, arrange insurance on household furniture and effects to be removed and the cost of that insurance may form part of the amount authorised for payment under this clause.
- 36.6 The insurance in clause 36.5 does not include insurance payable for:
- (a) collections or valuables; or
  - (b) motor vehicles.
- 36.7 Jacana Energy will not accept any liability for loss or damage in respect of removal of items under clause 36.6.
- 36.8 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.

- 36.9 Any payment made under this clause is in addition to any payment made under the relocation allowance in clause 35.

### **37. Travelling Allowance**

- 37.1 Subject to this clause, an employee will be paid a travelling allowance when they are travelling on duty and is required to be absent overnight from their base employment location.
- 37.2 The travelling allowance payable will be at the rate determined by the employer, or where that allowance is not considered appropriate in respect of a particular travel situation, such greater or lesser allowance the CEO considers appropriate.
- 37.3 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.
- 37.4 Where an employee is required to be absent from their base employment location for a period in excess of 14 days (including for the purposes of planned personal development or job rotation), prior to the employee commencing travel, the employee and the relevant manager may consider the type of accommodation provided and review the travel allowance payable and substitute it with an alternative amount.

### **38. Allowance for Damaged Clothes**

- 38.1 Where an employee's clothes, spectacles, or hearing aid have been damaged and such damage:
- (a) results from an act or omission of another employee arising in the course of that other employee's employment with Jacana Energy;
  - (b) is caused by a fault or defect in goods, building or property belonging to or occupied by Jacana Energy;
  - (c) occurs while an employee is protecting, or attempting to protect property of Jacana Energy; or
  - (d) is caused by or occurs in circumstances which in the opinion of the CEO can reasonably be considered to be incidental to the employment of the employee;

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.

### **39. Motor Vehicle Allowance**

An employee who by agreement with the CEO uses their own vehicle on Jacana Energy's business will be paid an allowance at the rate specified in Schedule 2. This allowance

will include compensation for comprehensive, third party and public liability insurance, and the employee will indemnify Jacana Energy against any liability with respect to any claim brought against it for which the employee is indemnified under any such insurance.

**40. First Aid Allowance**

- 40.1 A person holding a nationally accredited Apply First Aid (HLTAID003) qualification or equivalent and who is appointed as a Jacana Energy first aid officer, will be paid an allowance at the rate set out at Schedule 2. The allowance will count as salary for all purposes.
- 40.2 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.

**41. Northern Territory Allowance**

- 41.1 PSEM By-laws 26 and 49 Northern Territory Allowance (NTA), may apply to employees subject to the following.
- (a) The employee must have been in receipt of the allowance on the day prior to the commencement of this Agreement.
  - (b) The amount of the allowance for a full-time employee will be \$960 per annum.
  - (c) The amount in 41.1(b) shall be paid on pro-rata basis for the number of hours worked for employees employed on a less than full-time basis.
- 41.2 Where an employee who is eligible to receive the allowance under 41.1 ceases eligibility to the allowance, they shall not be eligible to recommence claiming the allowance for any future dependency purpose.

## PART F – HOURS OF WORK, MEAL BREAKS AND OVERTIME

### 42. Hours of Work

- 42.1 The full-time ordinary hours of duty for all employees will be 37.5 hours a week, 75 hours per fortnight, or 150 hours over four weeks.
- 42.2 The span of hours will be 6.00 am – 6.00 pm Monday to Friday.
- 42.3 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.
- 42.4 Staggered start and finish times may be used in the performance of ordinary hours to accommodate operational requirements and the personal needs of employees. An employee will be given at least seven days notice of any changes to their start and finish times, unless the employee genuinely agrees to a lesser period, or the CEO did not have seven days notice of an absence related to an employee (eg for sickness or other reason of absence).
- 42.5 Coverage will be prepared in consultation with employees and agreed with individual employees within each business unit.
- 42.6 An employee may be required to work reasonable additional hours.

**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 45 (Overtime).

- 42.7 Employees are expected to be available to work reasonable additional hours if required by Jacana Energy. An employee may refuse to work additional hours or overtime in circumstances where the working of such additional hours or overtime would result in the employee working hours which are unreasonable. In determining whether additional hours or overtime are reasonable or unreasonable, the following must be taken into account:
- (a) any risk to employee health and safety from working the additional hours;
  - (b) the employee's personal circumstances, including family responsibilities;
  - (c) any notice given by the CEO of any request or requirement to work the additional hours;
  - (d) any notice given by the employee of their intention to refuse to work the additional hours;
  - (e) the needs of Jacana Energy or work unit;

- (f) whether the employee is entitled to receive overtime payments, time off in lieu or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the level of responsibility;
- (i) whether the additional hours are in accordance with an averaging arrangement agreed to by the CEO and the employee;
- (j) any other relevant fact.

### **43. Flexible Working Hours (Flexitime)**

- 43.1 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.
- 43.2 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.
- 43.3 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 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.
- 43.4 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.
- 43.5 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.

- 43.6 Hours worked towards the accrual of flexitime credits accrue on a time for time (ie single time) basis.
- 43.7 Subject to clauses 43.8, a maximum of two days worth of flexitime credits may be 'banked' by agreement between an employee and their supervisor . A banked flexitime credit must be used at an agreed time within four weeks from the date on which it was banked. Where an employee is unable to use their flexitime credits within the four week period, the employee and manager must have a discussion to plan a way to address the excess credit within the next four weeks.
- 43.8 Upon written request, the CEO may approve banking of flexitime arrangements outside of the parameters set out in clause 43.7 (*eg to cover a Christmas closedown*), if they consider that an exception from the general rule is appropriate in the circumstances.

#### **44. 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.

#### **45. Overtime**

- 45.1 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 42 (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.
- 45.2 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, is not eligible to be paid for overtime work.
- 45.3 Overtime work is not to be performed without prior approval being given by the CEO.
- 45.4 An employee will not be required to work overtime levels that:
- (a) result in the employee being unable to perform their duties efficiently;
  - (b) cause the employee to become a danger to themselves or to others;
  - (c) impact unreasonably upon the employee's personal life, including family responsibilities; or

- (d) are inconsistent with established guidelines dealing with hours of work.

#### 45.5 Rest Period

- (a) As a general rule, employees should have a break from work ('rest period') of at least eight consecutive hours, plus reasonable travelling time to and from their 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 they have not had a rest period as set out in clause 45.5(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 clause 45.5(b) is with pay at ordinary time.

#### 45.6 Rate of Overtime

- (a) The appropriate rate of pay for overtime worked by an employee is:
  - (i) for work at any time from Monday to Saturday (inclusive) at the rate of single time and a half for the first three hours and at double time thereafter;
  - (ii) for work at any time on a Sunday, at the rate of double time; or
  - (iii) for work on a public holiday, at the rate of double time and a half.
- (b) An employee required to resume or continue work without having the rest period prescribed by clause 45.5, will be paid double time until released from duty or stood down.
- (c) 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.

#### 45.7 Part-time Overtime

- (a) A part-time employee meeting the overtime eligibility requirements of clause 45.2 who is requested and elects to undertake additional hours will be paid at ordinary time in respect of duty performed outside their agreed hours, subject to the duty:
  - (i) being within the span of hours; and
  - (ii) not exceeding on any day a maximum of 7.5 hours; and
  - (iii) not exceeding in any week a maximum of 37.5 hours.
- (b) A part-time employee meeting the eligibility requirements of clause 45.2, who is directed to perform duty which is outside their agreed hours will be paid overtime at the applicable overtime rates.

- (c) Where a part-time employee is regularly performing overtime the agreed hours may be reviewed and increased in line with the hours of overtime regularly being performed. The review should consider the ability of the employee to be able to complete the additional hours and whether there are other options to meet the additional hours. Where the manager and employee cannot agree on the increased hours then the regular extra hours identified in the review shall only be paid at ordinary time.

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

#### 45.8 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 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.
- (c) Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.

#### 45.9 Excess Travelling Time

- (a) Subject to clause 45.9(b) below, an employee who is required to report for duty at a place other than their normal place of employment is entitled to be paid for excess travelling time at the appropriate rate in accordance with clause 45.10.
- (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.

#### 45.10 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.

### 46. Meal Breaks and Overtime Meal Allowances

- 46.1 Employees will not be required to work for more than five continuous hours without a meal break of not less than half or more than one hour.
- 46.2 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 hours continuous work, in which case no penalty payment will apply.

#### 46.3 Overtime Meal Breaks and Allowances

- (a) There will be no meal break taken or meals supplied or payment in lieu unless the employee continues working after the time they become entitled to a meal break.
- (b) When a meal break is taken it will not be counted as time worked when calculating the entitlement to a second or subsequent meal break.
- (c) In accordance with clause 5.2(d) overtime meal allowances will be payable in accordance with PSEM 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 Schedule 2 on each occasion that the employee is entitled to a meal break in accordance with this clause, except where the employee has been advised by their manager at least the day before the overtime is worked, that the amount of overtime to be worked will necessarily invoke the meal break provisions of this clause.

#### 47. Restriction Duty – On Call/Overtime Provisions

47.1 An employee may be required to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of duty, subject to payment under this clause.

47.2 Payment will be made subject to the following conditions:

- (a) An employee paid a salary that exceeds the Jacana Level 3 top of range, or who is in receipt of an allowance in lieu of overtime is not eligible to be paid an on call allowance or for overtime worked.
- (b) The on call situation is imposed by prior written direction, or is subsequently approved in writing.
- (c) An employee who does not maintain a required degree of readiness while restricted will not be eligible to receive payment.

47.3 Payment rates

- (a) An employee who is instructed prior to ceasing ordinary duty, to remain contactable and available to perform extra duty outside of the employee's ordinary hours of duty will, subject to clause 47.2, be paid an on call allowance at a rate specified in accordance with Schedule 2.
- (b) The on call allowance is payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of duty.
- (c) Any part of a period of restriction for which the employee receives another payment will not be included for calculating on call allowance.

- (d) An employee who is restricted and who is required to perform duty, but is not required to be recalled to a place of work, will be paid overtime, subject to a one hour minimum payment.
- (e) An employee who is restricted and who is recalled to duty at a place of work, will be paid in accordance with the relevant overtime provisions, subject to a three hour minimum payment.
- (f) For the purposes of clauses 47.3(d) and 47.3(e), where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- (g) Notwithstanding these payment rate provisions, an employee who is placed in a restriction situation outside of the employee's ordinary hours of duty may be paid at an alternative rate approved by the employer, having regard to the circumstances of the restriction situation.

## PART G– TYPES OF LEAVE AND PUBLIC HOLIDAYS

### 48. Public Holidays

- 48.1 This clause is subject to the National Employment Standards outlined under section 114 of the FW Act.
- 48.2 A **public holiday** means a day that is declared to be a public holiday under the *Public Holidays Act* (NT).
- 48.3 An employee will observe any day proclaimed or gazetted as a public holiday.
- 48.4 Payment for work on a public holiday is specified in clause 45 (Overtime).

### 49. Compassionate Leave

- 49.1 Definitions:

For the purpose of this clause:

- (a) **child** means birth, an adopted, step or adult child;
  - (b) **de facto partner** means:
    - (i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
    - (ii) includes a former de facto partner of the employee.
  - (c) **immediate family** means:
    - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
    - (ii) a child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner, of the employee.
  - (d) **spouse** includes a former spouse.
- 49.2 Subject to clauses 49.5 and 49.6 (Notice and Documentation 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) three days compassionate leave on each occasion; or
  - (b) two days unpaid compassionate leave in the case of a casual employee.
- 49.3 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.

- 49.4 In addition to the entitlements under clauses 49.2, the CEO may grant:
- (a) a further two 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).

49.5 Notice Requirements

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.

49.6 Documentation Requirements

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

**50. Long Service Leave**

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

50.2 An employee is required to use a long service leave entitlement within three years of:

- (a) the 10 year entitlement accruing;
- (b) the 11 to 20 year entitlement accruing; and
- (c) the 21 to 30 year entitlement accruing.

50.3 Only prior service with the NTPS will be recognised for the purposes of long service leave.

50.4 The minimum period of long service leave that an employee may be granted is seven calendar days.

**51. Parental Leave**

51.1 The clause sets out all entitlements in relation to parental leave relating to maternity, paternity/partner, and adoption leave.

51.2 Application

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

- (a) the birth of a child of the employee or the employee's spouse (includes a child born of a surrogacy arrangement); or
- (b) the placement of a child with the employee for adoption; and

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

### 51.3 Definitions

For the purpose of this clause:

- (a) **appropriate safe job** means a safe job that has:
  - (i) the same ordinary hours of work as the employee's present position; or
  - (ii) a different number of ordinary hours agreed to by the employee.
- (b) **child** means:
  - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse;
  - (ii) in relation to adoption-related leave, a child (or children) who will be placed permanently with an employee.
- (c) **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.
- (d) **day of placement** refers to the adoption of a child and 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.
- (e) **de facto partner** means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee.
- (f) **eligible casual employee** means a casual employee engaged by the employer on a regular and systemic basis for a sequence of periods of employment during a period of:
  - (i) at least 12 months; or
  - (ii) less than 12 months, provided that the employee has undertaken a previous engagement with the employer, and
    - A. the employer terminated the previous engagement;
    - B. there was not more than three months break between the two engagements; and
    - C. the length of the two engagements is at least 12 months.

- (g) **employee couple** means a couple who are accessing the benefits of clause 51.14 both of whom are NTPS employees and have completed a minimum of 12 months continuous service and whom are both eligible for paid parental leave whether under primary caregiver parental leave or the partner leave provisions.
- (h) **medical certificate** means a certificate signed by a medical practitioner.
- (i) **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.
- (j) **primary caregiver** means the person who is the primary carer of a newborn or newly adopted child at the time of birth or adoption and who continues to be the primary carer immediately following birth or day of placement. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be the child's primary carer. In most cases, the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- (k) **spouse** includes a de facto partner or former spouse.

#### 51.4 General Conditions

- (a) Except where otherwise stated in this clause, parental leave is available to only one parent at a time in a single continuous period.
- (b) Weekends, public holidays, programmed days off and rostered days off are part of parental leave and do not extend the period of leave.
- (c) During a period of parental leave relating to the birth or adoption of a child an employee may require parental leave for the birth or adoption of a subsequent child. An employee can elect, subject to notice and evidence requirements, to commence another period of parental leave relating to the subsequent child in accordance with this clause.

#### 51.5 Types of Parental Leave

Parental leave entitlements are summarised in the following table:

	Paid Leave	Unpaid Leave	Total	Refer Clause
<b>Primary Caregiver Parental Leave – commences before or from birth or day of placement</b>				
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	51.6(b)
At least 12 months and less than 5 years continuous service	14 weeks (or 28 weeks half pay)	142 weeks	156 weeks (3 years)	51.6(c)(i)

	Paid Leave	Unpaid Leave	Total	Refer Clause
5 or more years continuous service	18 weeks (or 36 weeks half pay)	138 weeks	156 weeks (3 years)	51.6(c)(ii)
<i>Pro rata paid primary caregiver parental leave</i>				
5 years continuous service achieved during first 18 weeks of parental leave	14 weeks + pro rata paid leave applicable after reaching 5 years continuous service (up to 4 weeks)	142 weeks minus any pro rata paid leave	156 weeks (3 years)	51.6(c)(iii)
12 months continuous service achieved during first 14 weeks of parental leave	Pro rata paid leave applicable after reaching 12 months continuous service (up to 14 weeks)	52 weeks minus any pro rata paid leave	52 weeks	51.6(d)
<b>Partner Leave</b>				
<i>Up to 8 weeks leave associated with time of birth/adoption (or in separate periods in first 12 months) where employee's partner is primary carer at time of birth/adoption</i>				
Less than 12 months continuous service or eligible casual employee	0	8 weeks	8 weeks	51.7(b)(i)
At least 12 months and less than 5 years continuous service	1 week (or 2 weeks at half pay)	7 weeks	8 weeks	51.7(b)(ii)
5 or more years continuous service	2 weeks (or 4 weeks at half pay)	6 weeks	8 weeks	51.7(b)(iii)
<i>Up to 3 years or 12 months – not primary carer – may commence at a time after birth or day of placement – must end within 3 years or 24 months of birth/adoption (whichever is applicable)</i>				

	Paid Leave	Unpaid Leave	Total	Refer Clause
Less than 12 months continuous service or eligible casual employee	0	52 weeks	52 weeks	51.7(c)(i)
At least 12 months continuous service	0	156 weeks (3 years)	156 weeks (3 years)	51.7(c)(ii)
<i>In relation to Partner Leave an employee with at least 12 months continuous service may be eligible for some paid leave during the three year period. (See clauses 51.7(d) and 51.7(e)).</i>				
<b>Pre-Adoption Leave</b> - All employees (including casuals)	-	2 days	2 days	51.9
<b>Special Maternity Leave</b>	Refer clause 51.10			
<b>Paid no safe job leave</b> - Full-time / part- time employees and eligible casual employees	The 'risk period' as per medical certificate	0	The 'risk period' as per medical certificate	51.13(a)
<b>Unpaid no safe job leave</b> - Casual employees	0	The 'risk period' as per medical certificate	The 'risk period' as per medical certificate	51.13(b)

#### 51.6 Primary Caregiver Parental Leave

- (a) Only one parent can receive primary caregiver parental leave entitlements in respect to the birth or the adoption of their child. An employee cannot receive primary caregiver parental leave entitlements:
- (i) if their spouse is, or will be, the primary caregiver at, and immediately following, the time of the birth or day of placement of their child;
  - (ii) if the employee has taken, or is eligible for, partner leave entitlements under clause 51.7 in relation to their child; or
  - (iii) if they are a casual employee, other than an eligible casual employee.

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

- (b) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, who will be the primary caregiver of their child is entitled to up to 52 weeks unpaid parental leave.



- (c) An employee who has completed at least 12 months continuous service at the time of commencing parental leave and who will be the primary caregiver of their child is entitled to up to three years primary caregiver parental leave, comprising:
- (i) where continuous service completed at the time of commencing parental leave is at least 12 months and less than five years: 14 weeks paid parental leave and 142 weeks unpaid parental leave; or
  - (ii) where continuous service completed is five or more years at the time of commencing parental leave: 18 weeks paid parental leave and 138 weeks unpaid parental leave; or
  - (iii) where the employee will achieve five years continuous service (the qualifying period) during the first 18 weeks of their parental leave: the first 14 weeks will be paid and the portion of leave (up to 4 weeks) after the end of the qualifying period will be paid. Any remaining balance, up to three years, will be unpaid parental leave.
    - A. The employee is not entitled to receive more than 18 weeks paid parental leave.
    - B. With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 18 weeks from commencement of primary caregiver parental leave any unpaid parental leave taken will count as service to enable an employee to access the pro rata paid leave in clause 51.6(c)(iii).

*For example: During their primary caregiver parental leave an employee achieves five years continuous service at the end of week 15. The employee is entitled to paid parental leave for the first 14 weeks, unpaid leave in week 15, and three weeks paid leave in weeks 16 to 18. The balance of 139 weeks primary caregiver parental leave available to the employee will be unpaid.*

- (d) An employee who will achieve 12 months continuous service (the qualifying period) during the first 14 weeks of their parental leave and who will be the primary caregiver of their child is entitled to up to 52 weeks of parental leave, comprising:
- (i) unpaid parental leave from commencement of parental leave until the time the employee has achieved 12 months continuous service; and
  - (ii) paid parental leave for any period after the qualifying period and up to 14 weeks from the commencement of parental leave; and
  - (iii) unpaid parental leave, up to 52 weeks, for the remaining balance.
  - (iv) The employee is not entitled to receive more than 14 weeks paid leave.
  - (v) With the exception of any period during which the employee is engaged in outside employment during normal working hours, in the first 14 weeks from commencement of primary caregiver parental leave any

unpaid parental leave taken will count as service to enable the employee to access the pro rata paid leave in clause 51.6(d).

*For example: During their primary caregiver parental leave an employee achieves 12 months continuous service at the end of week three. The employee is entitled to unpaid parental leave for the first three weeks, 11 weeks paid parental leave in weeks four to 14. The balance of 38 weeks primary caregiver parental leave available to the employee will be unpaid.*

- (e) Commencement of Primary Caregiver Parental Leave
  - (i) An employee who is pregnant may commence primary caregiver parental leave at any time within six weeks immediately prior to the expected date of birth of the child. The period of parental leave must commence no later than the date of the birth of the child.
  - (ii) An employee who is adopting a child may commence primary caregiver parental leave at any time in the two weeks before the day of placement.
  - (iii) In all other cases, primary caregiver parental leave commences on the date of birth or day of placement of the child.
- (f) Where an employee's child dies during a period of primary caregiver 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 clause 51.19 apply.
- (g) An employee is not entitled to primary caregiver leave unless the notice and evidence requirements in clause 51.8 have been complied with.

#### 51.7 Partner Leave

- (a) Partner leave is available to an employee who will have a parental responsibility for the care of their child but who is not the primary caregiver. Subject to applicable notice and evidence requirements, an employee may access:
  - (i) up to eight weeks partner leave within the first 12 months of the birth or adoption of their child, taken at the same time employee's spouse may be on leave, which can be taken in one block or broken into separate periods (refer clause 51.7(b)); and
  - (ii) where employee requires a longer period of partner leave, up to 12 months or 3 years depending on the employee's years of continuous service (refer clause 51.7(c)).

*Note: The longer period of partner leave must be taken in a single continuous period unless the employee is accessing the combined parental leave provisions.*

## Eight Weeks Partner Leave

- (b) An employee is entitled to up to 8 weeks partner leave, comprising:
  - (i) where continuous service is less than 12 months at the time of commencing partner leave, or an eligible casual employee: eight weeks unpaid partner leave;
  - (ii) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: one week paid partner leave and seven weeks unpaid partner leave; or
  - (iii) where continuous service completed is five or more years at the time of commencing partner leave: two weeks paid partner leave and six weeks unpaid partner leave.
  - (iv) The eight week partner leave entitlements:
    - A. are an exception to the rule that parental leave is to be available to only one parent at a time in a single continuous period;
    - B. are to be taken in the first 12 months from date of birth or day of placement of the child;
    - C. may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption. The CEO and employee may agree to alternative arrangements regarding commencement of partner leave;
    - D. can be taken in separate periods, but each block of partner leave must not be less than two weeks, unless the CEO agrees otherwise;
    - E. requires the employee to give notice to the CEO at least 10 weeks before first starting the leave, and at least four weeks notice before starting any subsequent period of leave. If that is not practicable, as soon as practicable, which may be a time after the leave has started; and
    - F. the notice must specify the intended start and end dates of the leave.

## 12 Months or Three Years Partner Leave (Longer Partner Leave)

- (c) An employee is entitled to a period of longer partner leave as follows:
  - (i) An employee with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, up to 12 months unpaid parental leave, provided such leave must end within 24 months of the date of birth or day of placement of their child.
  - (ii) An employee with at least 12 months continuous service at the time of commencing parental leave up to three years unpaid parental leave,

provided such leave must end within three years of the date of birth or day of placement of their child.

- (iii) Partner leave may commence at a date later than the date of birth or day of placement of their child but must not extend beyond specified limits under this clause.
  - (iv) An employee is not entitled to the longer partner leave unless the notice and evidence requirements in clause 51.8 have been complied with.
- (d) An employee, not entitled to Combined Parental Leave in clause 51.14, may be entitled to have a portion of their unpaid longer partner leave under clause 51.7(c)(ii) paid, subject to the following:
- (i) the employee's spouse was the primary caregiver at and immediately following the time of the birth or placement of the child; and
  - (ii) the employee's spouse has ceased to be the primary caregiver (eg returned to work) before the child is 14 weeks old or within 14 weeks from placement in the case of adoption;
    - A. The reference to '14 weeks' in clause 51.7(d)(ii) to be read as '18 weeks' where an employee has five or more years continuous service at the time of commencing longer partner leave.
  - (iii) as a consequence of the employee's spouse no longer able to be the primary caregiver (eg returning to work), the employee has taken over caring responsibilities for the child such that the employee is the person who now meets the child's physical needs more than anyone else;
  - (iv) the notice and evidence requirements for taking longer partner leave in 51.7(c) have been complied with; and
  - (v) the amount of paid leave available is as per clause 51.7(e).
- (e) An employee eligible for paid longer partner leave under clause 51.7(d) may access a period of paid leave as follows:
- (i) where continuous service completed at the time of commencing partner leave is at least 12 months and less than five years: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 14 weeks from the birth or placement of the child; or
  - (ii) where continuous service completed is five or more years at the time of commencing partner leave: the period starting from the date the employee took over caring responsibilities from the employee's spouse up to a maximum of 18 weeks from the birth or placement of the child.

*For example: An employee's spouse, who is not an NTPS employee, gives birth to a child and is off work for six weeks after the child is born as the primary caregiver. The NTPS employee*

*(the child's other parent) has over five years of continuous service and takes two weeks paid partner leave when the baby is born. When the child is six weeks old the employee's spouse returns to her non-NTPS job and the NTPS employee takes longer partner leave to take over care of the couple's child. NTPS employee would be paid for 12 weeks of the longer partner leave after providing evidence showing that their spouse had ceased to be primary caregiver. This payment covers the period from the seventh to the eighteenth week following the birth of the child.*

#### 51.8 Notice and Evidence Requirements

- (a) An employee must give the CEO the following notice and evidence in relation to parental leave under clause 51.6 (primary caregiver) or clause 51.7(c) (longer partner leave):
  - (i) At least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates.
  - (ii) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the CEO of any changes to the notice provided in clause 51.8(a)(i), unless it is not practicable to do so.
    - A. At this time, the employee must also provide a statutory declaration stating that the employee will become either the primary caregiver (relates to primary caregiver leave) or have a responsibility for the care of the child (relates to partner leave), as applicable, at all times whilst on leave.
  - (iii) The employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstance. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.
- (b) An employee who has given the CEO notice of the taking of parental leave must give the CEO evidence that would satisfy a reasonable person:
  - (i) if the leave is birth-related leave – of the date of birth, or the expected date of birth, of the child; or
  - (ii) if the leave is adoption-related leave – of the day of placement, or the expected day of placement, of the child.
- (c) Without limiting clause 51.8(b), the CEO may require the evidence to be a medical certificate.
- (d) An employee applying for paid partner leave under clauses 51.7(d) and 51.7(e) will be required to provide the CEO with evidence that would satisfy a reasonable person that the employee's spouse is no longer able to be the primary caregiver of the couple's child.

#### 51.9 Pre-adoption Leave

- (a) This clause applies to employees, eligible casual employees and casual employees.
- (b) An employee seeking to adopt a child is entitled to up to two days unpaid leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- (c) Such leave may be taken as a block of two days or any separate periods as agreed between the employee and the CEO.
- (d) 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.
- (e) The CEO may require the employee to provide satisfactory evidence supporting the pre-adoption leave.

#### 51.10 Special Maternity Leave

- (a) This clause applies where a pregnant employee, including an eligible casual employee, has not yet commenced parental leave and the employee requires special maternity leave because:
  - (i) the employee has a pregnancy-related illness; or
  - (ii) the employee 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) Special maternity leave is in addition to any personal leave entitlements available to an employee. An employee may elect to use their paid personal leave entitlements instead of taking unpaid special maternity leave.
- (c) The period of special maternity leave that an employee is entitled to take is such period as a medical practitioner certifies as necessary.
- (d) Special maternity leave must end before the employee starts primary caregiver leave.
- (e) Special maternity leave taken by the employee because the employee has a pregnancy-related illness:
  - (i) will be unpaid;
  - (ii) must end before the employee starts any period of primary caregiver parental leave; and
  - (iii) will not be deducted from the maximum period of primary caregiver parental leave that the employee is entitled to take.

- (f) Special maternity leave taken by the employee in all other circumstances permitted under this clause will be:
  - (i) unpaid if the pregnancy ends more than 20 weeks before the expected date of 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 is an eligible casual employee, at the time of commencing leave;
  - (iii) paid up to a maximum of 14 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed 12 months continuous service at the time of commencing leave; or
  - (iv) paid up to a maximum of 18 weeks if the pregnancy ended within 20 weeks of the expected date of birth, provided the employee has completed five years continuous service at the time of commencing leave.
- (g) Where an employee's qualifying period of 12 months continuous service referred to in clause 51.10(f)(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.
- (h) Where an employee's qualifying period of five years continuous service referred to in clause 51.10(f)(iv) ends within 18 weeks of the date on which the employee commenced leave, the first 14 weeks will be paid and any additional leave (up to four weeks) will only apply for that period of the 18 week period commencing after the end of the qualifying period.
- (i) To be entitled to special maternity leave an employee must as soon as it is reasonably practicable, give the 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 because of pregnancy-related illness, 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; or
  - (ii) in the case of special maternity leave taken in all other circumstances permitted under this clause, 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 otherwise than by the birth of a living child; and
    - B. the employee will be unfit for work for a stated period.

#### 51.11 Continuing to Work While Pregnant

- (a) Where an employee continues to work within the six week period immediately prior to the expected date of birth, the employee must provide a medical certificate stating that the employee is fit to work their normal duties.
- (b) The CEO may require the employee to start parental leave if the employee:
  - (i) does not give the CEO the requested medical certificate within seven days after the request; or
  - (ii) within seven days after the request for the certificate, gives the CEO a medical certificate stating that the employee is unfit for work.

#### 51.12 Transfer to a Appropriate Safe Job

- (a) Where an employee (including a casual employee) is pregnant and a medical practitioner has certified that an illness or risks arising out of the employee's pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in their present work for a stated period (the risk period), the CEO will, if there is an appropriate safe job available and if reasonably practicable, transfer the employee to an appropriate safe job during the risk period.
- (b) An employee transferred to an appropriate safe job will have no other change to the employee's terms and conditions of employment until commencement of parental leave.
- (c) During the risk period the employee is entitled to the employee's base rate of pay (for the position the employee was in before the transfer) for the ordinary hours that the employee works in the risk period.
- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

#### 51.13 No Appropriate Safe Job Leave (Paid / Unpaid)

- (a) Paid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

  - (i) the employee is entitled to primary caregiver leave; and
  - (ii) the employee has complied with the notice and evidence requirements of clause 51.8 for taking parental leave;

then the employee is entitled to paid no appropriate safe job leave for the risk period.



(b) Unpaid no appropriate safe job leave

If there is no appropriate safe job available or it is not reasonably practicable to transfer the employee, and

- (i) the employee is not entitled to primary caregiver leave; and
- (ii) if required by the CEO, the employee has provided a medical certificate certifying of the pregnancy;

then the employee is entitled to unpaid no appropriate safe job leave for the risk period.

51.14 Combined Parental Leave

- (a) An employee couple (as defined in clause 51.3(g)), 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 years from the commencement of the leave.
- (b) Combined Parental Leave is subject to:
  - (i) compliance with all applicable notice and evidence requirements for taking parental leave under this clause;
  - (ii) the eight week partner leave entitlement (where both employees take parental leave at the same time) being used by the employee couple for a maximum of eight weeks and in accordance with partner leave provisions as set out in clause 51.7(b);
  - (iii) the balance of the combined leave being used by the member of the employee couple who has submitted a statutory declaration in which the employee has stated that they will have a responsibility for the care of the child for the total remaining unpaid leave balance;
  - (iv) a maximum of two interchanges of employees sharing the combined parental leave;
  - (v) where an employee couple combine their paid parental leave entitlements and one member of the employee couple takes a period of paid leave as part of the combined paid leave balance, the employee shall be paid at their salary for the period of leave; and
  - (vi) both employees need to apply for and utilise parental leave.

51.15 Parental Leave at Half Pay

- (a) This clause does not apply to paid longer term partner leave under clause 51.7(d).
- (b) An employee who is entitled to paid parental leave may apply to extend the period of paid leave by taking it at half pay, or a combination of full pay and half pay.

- (c) Where an employee utilises half pay parental leave:
  - (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) the maximum period of parental leave will not be extended.

#### 51.16 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) Taking other paid leave in conjunction with parental 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.

#### 51.17 Employment While on Parental Leave

- (a) NTPS employment (other than keeping in touch days)
 

Where the CEO agrees, an employee on unpaid parental leave may return to duty for any period with Jacana Energy, or another NTPS agency, to undertake duties for specified periods during the employee's parental leave.
- (b) Keeping in touch days
  - (i) During a period of parental leave an employee may agree to attend the workplace on up to 10 separate occasions (up to one day per occasion) so as to keep in touch with developments in the workplace (for meetings and training etc.) in order to facilitate a return to employment at the end of the period of leave.
  - (ii) Payment for keeping in touch days:
    - A. during unpaid leave: an employee will be paid their normal salary for the days (or part days) work is performed; or
    - B. during paid parental leave: an employee will be paid their normal salary for the days (or part days) work is performed and the CEO will authorise the equivalent period of paid parental leave to be re-credited.

- (iii) After considering all the circumstances, including any employment under clause 51.17(a), the CEO may approve an amount of keeping in touch days in excess of 10 days.
- (c) An employee on unpaid parental leave may only engage in outside employment in accordance with the PSEM Act.
- (d) Employment under this clause during a period of parental leave will not:
  - (i) prevent the employee from re-commencing parental leave; or
  - (ii) extend the maximum period of parental leave.

#### 51.18 Consultation and Communication During Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce substantial change at the workplace, the CEO will take reasonable steps to:
  - (i) make information available on; and
  - (ii) provide an opportunity for the employee to discuss;
 

any significant effect the change will have on the status, pay, location or responsibility level of the employee's pre-parental leave position.
- (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 clause 51.19(e).

#### 51.19 Returning to Work After a Period of Parental Leave

- (a) An employee who will be, or is, the birth giver and who elects to return to work during the six weeks following the birth of their child must provide a medical certificate stating that the employee is fit for work during that period.
- (b) Returning to work early
  - (i) During the period of parental leave an employee may return to work at any time as agreed between the CEO and the employee.
  - (ii) A written application requesting an early return to work must be made at least:
    - A. four weeks before the employee's preferred date of return where the employee is on parental leave for a period of up to 52 weeks; or
    - B. 12 weeks before the employee's preferred date of return where the employee is on parental leave for a period in excess of 52 weeks.

- (iii) Responses to the employee's request must be in accordance with clause 51.21.

(c) Returning to work at conclusion of leave

An employee must notify the CEO in writing prior to the expiration of parental leave that the employee intends to return to work. Notice must be given at least:

- (i) four weeks before the expiration of parental leave where the employee has been on parental leave for a period of up to 52 weeks; or
- (ii) 12 weeks before the expiration of parental leave where the employee has been on parental leave for a period in excess of 52 weeks.

(d) Returning to pre-parental leave position

An employee returning from parental leave is entitled to the position which the employee 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 an appropriate safe job under clause 51.12 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.

(e) Returning to work part-time

- (i) 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 a request is not made less than eight weeks prior to the date that the employee is due to return to work.
- (ii) Part-time employment will be facilitated in accordance with clause 20 Part-time Employment.
- (iii) Responses to requests will be in accordance with clause 51.21.

#### 51.20 Extend Period of Parental Leave

*Note: An employee who has initially taken three years parental leave (ie the maximum parental leave entitlement), is not entitled to extend their period of parental leave under this clause.*

- (a) In this clause a reference to 'parental leave' means primary caregiver parental leave under clause 51.6 or the longer term partner leave under clause 51.7(c), whichever is applicable.
- (b) If an employee initially requested less than 12 months of parental leave they can extend their leave up to 12 months from time of commencing their leave

(eg from six months to 12 months). This extension is a right and cannot be refused by the CEO if written notice of at least four weeks is given by the employee before the employee's expected return to work.

- (c) Any further extension (eg from 12 months to 18 months; from 12 months to 30 months) is by agreement between the CEO and employee, provided that:
  - (i) employees with less than 12 months continuous service at the time of commencing parental leave, or an eligible casual employee, cannot extend parental leave beyond 24 months after the date of birth or day of placement of their child; or
  - (ii) employees with at least 12 months continuous service at the time of commencing parental leave cannot extend parental leave beyond three years after the date of birth or day of placement of their child.
- (d) If an employee, who is eligible for up to three years parental leave, initially requested more than 12 months of parental leave, they can request an extension by giving 12 weeks notice before their expected return to work.
  - (i) If required, an employee may request one more extension up to a total of three years.
  - (ii) An employee cannot extend the period of parental leave beyond three years after the date of birth or day of placement of the child.
- (e) Responses to requests to extend parental leave under this clause will be in accordance with clause 51.21.
- (f) Any additional parental leave granted under this clause will be unpaid.

#### 51.21 CEO's Consideration of Employee's Request

- (a) This clause applies to an employee's request to return to work early (clause 51.19(b)), work part-time (clause 51.19(e)) or extend parental leave (clause 51.20).
- (b) 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 employees;
  - that there would be significant loss of efficiency or productivity;

- that there would be a significant negative impact on customer service.
- (c) The employee's request and the CEO's decision in respect of the request must be recorded in writing.

#### 51.22 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (b) Before a 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 CEO 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.

#### 51.23 Effect of Parental Leave on Service

- (a) A period of parental leave does not break an employee's continuity of service.
- (b) Subject to clause 51.23(c), any period of paid parental leave, including paid leave as a result of access to accrued entitlements under clause 51.16 will count as service.
- (c) Where any employee elects to take paid parental leave at half pay in accordance with clause 51.15, only the first one week, two weeks, 14 weeks or 18 weeks, whichever is applicable, of the period of paid parental leave will count as service.
- (d) Unless otherwise provided in this clause, any period of unpaid parental leave will not count as service.

#### 51.24 Superannuation Contributions During Period of Parental Leave

- (a) This clause applies to an employee who is entitled to at least 14 weeks paid primary caregiver leave and who takes unpaid primary caregiver parental leave during the first 12 months of their parental leave period.
- (b) During the first 12 months of primary caregiver parental leave an employee will continue to receive Employer Superannuation contributions, as per relevant superannuation legislation and superannuation fund rules, on any period of unpaid primary caregiver parental leave taken.
- (c) The maximum amount of employer superannuation contributions provided will be equivalent to the amount of employer superannuation contributions the employee would have received had the employee not been on approved primary caregiver parental leave.

## **52. Recreation Leave**

### **52.1 Definitions:**

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

- (a) **month** means a calendar month.
- (b) **year** means a calendar year.

### **52.2 Recreation Leave Entitlement**

Employees (except for those engaged on a casual basis) are entitled to accrue six weeks paid recreation leave entitlements per annum.

### **52.3 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 their agreed hours of work.
- (d) Recreation leave accumulates from year to year.

### **52.4 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 clause 52.4(a) will not be unreasonably refused.

### **52.5 Election to Convert Entitlement**

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

#### 52.6 Cash Out of Leave

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

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

#### 52.7 Excess Leave

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

#### 52.8 Public Holidays

- (a) Where a public holiday occurs during recreation leave (including recreation leave at half pay taken under Schedule 5), the employee is entitled to their full rate of pay that they would have been paid had the public holiday fallen on a day that they were not on recreation leave; and
- (b) the period of the public holiday is not deducted from the employee's recreation leave entitlement.

#### 52.9 Personal Leave During Recreation Leave

Where an employee requires personal leave during a period of recreation leave supported by notice and documentary evidence as set out in clause 56 (Personal Leave), the CEO may grant personal leave and authorise the equivalent period of recreation leave to be re-credited.

*Note: Clause 56.8 provides that where recreation leave had been previously approved at half pay, any personal leave granted in lieu shall also be at half pay.*

#### 52.10 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 employer has directed that any 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.

### **53. Christmas Closedown**

- 53.1 The CEO will consult with relevant employees where Jacana Energy, or part of Jacana Energy, will closedown for a nominated period and where the closedown will occur provided that:
  - (a) unless otherwise agreed by the parties, at least three months notice in writing is given to employees prior to the closedown period; and
  - (b) the nominated period covers Christmas and New Year.
- 53.2 Closedown may apply to part of Jacana Energy where the CEO decides to operate on minimal staffing levels for the purposes of providing essential services during a closedown period. This may occur subject to the CEO:
  - (a) consulting with employees regarding what staffing resources are required for the period and calling for volunteers to cover the closedown period in the first instance; or
  - (b) if no volunteers are forthcoming, directing employees with at least two months notice to cover the closedown period.
- 53.3 Employees affected by the closedown period must use either recreation leave, time off in lieu or flexitime credits to cover the closedown period.
- 53.4 New employees, who will not be able to accrue enough leave credits to cover the closedown period, may be offered by the CEO, to work additional hours to enable sufficient time off in lieu or flexitime credits to be accrued to cover the closedown period.
- 53.5 If an employee has insufficient recreation leave credits, time off in lieu or flexitime credits, leave without pay to count as service for all purposes will be granted for the period where paid leave is not available.

## **54. Recreation Leave Loading**

### **54.1 Recreation Leave Loading Entitlement**

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

### **54.2 Payment of recreation leave loading**

- (a) An employee who is approved to use at least one week of recreation leave may apply for an accrued recreation leave loading.
- (b) On cessation of employment an employee is entitled to payment in lieu of any unpaid leave loadings plus a pro rata payment of the leave loading entitlement at 1 January of the year of cessation for each completed month of service.
- (c) Where an employee commenced and ceased employment in the same year, the employee's salary for purposes of calculation of the leave loading at clause 54.2(b) will be the salary payable had the employee been employed on 1 January of that year.

### **54.3 Automatic Cash-out of Recreation Leave Loading**

- (a) Where an employee has two 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 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 be taxed in accordance with Australian Taxation Office taxation legislation applicable to the payment of recreation leave loadings, except that recreation leave loadings automatically paid on the common cash-up date will be fully taxed.

## **55. Recreation Leave Airfares**

- 55.1 The automatic cash payment of an air fare under PSEM By-law 33 (10) Airfares, will be paid on the common cash-up date, being the first payday on or after 1 May each year.

55.2 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.

55.3 An employee can elect to use an accrued air fare in conjunction with travelling time under PSEM By-law 33 Airfares by giving notice in writing two months before the common cash-up date.

55.4 The provisions of this clause will apply to compulsory transferees.

## **56. Personal Leave**

### **56.1 General**

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).

### **56.2 Definitions**

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

- (a) **child** means birth, adopted, step or adult child.
- (b) **de facto partner** means:
  - (i) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
  - (ii) includes a former de facto partner of the employee.
- (c) **immediate family** member means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the employee.
- (d) **medical certificate** means a certificate signed by a registered health practitioner;
- (e) **personal leave year** means 12 months service from the anniversary of commencement or 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.

### 56.3 Paid Personal Leave Entitlement

- (a) An ongoing full-time employee is entitled to:
  - (i) three weeks paid personal leave on commencement of employment; and
  - (ii) three weeks paid personal leave on each anniversary of the employee's commencement date subject to 56.3(h).
- (b) A fixed period full-time employee is entitled to:
  - (i) two days paid personal leave on commencement of employment;
  - (ii) up to one week of paid personal leave for each period of two months service provided that the total leave does not exceed three weeks within the first 12 months of service; and
  - (iii) three weeks paid personal leave on each anniversary of the employee's commencement date subject to 56.3(h).
- (c) Where an employee is appointed on an ongoing basis immediately following a period of fixed period employment, the provisions of clause 56.3(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 their agreed hours of work.
- (e) Casual employees are not entitled to paid personal leave.
- (f) Paid personal leave is cumulative.
- (g) Paid personal leave is calculated and recorded in hours and minutes.
- (h) An employee's paid personal leave entitlement will be deferred by any period of:
  - (i) personal leave where the absence is without pay and not covered by documentary evidence as required in clause 56.7;
  - (ii) unauthorised absence; or
  - (iii) leave without pay that does not count as service.
- (i) An employee may request that personal leave be taken at half pay in order to extend the period of personal leave taken.

#### 56.4 Unpaid carer's leave – casual employees

- (a) Casual employees are entitled to two days unpaid personal leave for caring purposes for each permissible occasion, subject to the requirements of clauses 56.6 and 56.7 (Notice and Documentation Requirements).
- (b) Unpaid carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
- (c) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 56.4(a).

#### 56.5 Additional Personal Leave

Where paid personal leave credits are exhausted:

- (a) Unpaid carer's leave
  - (i) An employee is entitled to access up to two days unpaid carer's leave on each occasion that the employee requires carer's leave.
  - (ii) Carer's leave may be taken as a single unbroken period of up to two days or any separate periods as agreed between the employee and the CEO.
  - (iii) The CEO may grant an amount of unpaid carer's leave in excess of the amount specified in clause 56.5(a)(i).
- (b) An employee may apply for, and the CEO may grant after considering all relevant circumstances:
  - (i) additional personal leave on half pay, which cannot be converted to full pay; or
  - (ii) access to recreation leave, where an extended period of absence is involved, provided the period of leave taken will be deemed to be personal leave for all other purposes under the provisions of this clause.
- (c) Additional leave utilised under clause 56.5 is subject to the Notice and Documentation requirements in clauses 56.6 and 56.7.

#### 56.6 Notice Requirements

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

#### 56.7 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 clause 56.7(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 56.1(a) (sick 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:
    - A. are unable, despite genuine reasonable attempts, to secure an appointment with a medical practitioner; or
    - B. reside in a remote or regional area (ie outside the environs of Darwin, Palmerston or Alice Springs).
- (c) Subject to clause 56.7(d), to assist the CEO to determine if the leave taken, or to be taken, was or is for one of the reasons set out in clause 56.1(b) (carer's leave), an employee must, as soon as reasonably practicable, provide the CEO with:
  - (i) evidence which may include a medical certificate from a registered health practitioner stating the condition of the person concerned and that the condition requires the employee's care or support to the extent that they will not be able to attend for duty; or
  - (ii) other relevant documentary evidence stating the unexpected emergency, and that this unexpected emergency required the employee's care or support; and

a CEO may request further additional evidence about the requirement to provide care or support where the employee is on personal leave.
- (d) An employee may access personal leave without providing documentary evidence, up to a maximum of three days or the equivalent number of hours of duty per personal leave year, provided that no more than two of those days may be consecutive working days or the equivalent number of hours of duty.
- (e) Notwithstanding clause 56.7(d), any absence immediately preceding or following a public holiday or weekend, will require medical evidence.

#### 56.8 Personal leave whilst on other forms of leave

- (a) Subject to the requirements of clauses 56.6 and 56.7, an employee may access paid personal leave during periods of recreation and long service leave.
- (b) Where recreation leave or long service had been previously approved on half pay, any personal leave granted in lieu shall also be at half pay.

56.9 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 where:
  - (i) an employee is frequently or continuously absent, or expected to be so, due to illness or injury;
  - (ii) it is considered that an employee's efficiency may be affected due to illness or injury;
  - (iii) there is reason to believe that an employee's state of health may render the employee a danger to themselves, other employees or the public; or
  - (iv) under the Inability provisions under Part 7 (Employee Performance and Inability) or Part 8 (Discipline) of the PSEM Act.
- (b) An employee directed to attend a medical examination in accordance with clause 56.9(a) who is:
  - (i) absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
  - (ii) an employee other than one to which clause 56.9(b)(i) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known, and the grant of sick leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- (c) The CEO will not grant sick leave where the employee fails to attend a medical examination without reasonable cause, or where illness or injury is caused through misconduct. Under these circumstances the CEO may initiate disciplinary action.

56.10 Infectious Disease

Where an employee produces documentary evidence that:

- (a) the employee 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:

- (c) sick leave for any period during which the employee actually suffers from illness; or
- (d) recreation leave in relation to any period during which the employee does not actually suffer from illness.

56.11 War Service

The employer 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.

56.12 Personal Leave – Workers Compensation

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

**57. Leave to Attend Industrial Relations Business**

57.1 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.

57.2 Leave to attend industrial proceedings counts as service for all purposes.

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

58.1 An employee subpoenaed or called as a witness will promptly notify their supervisor.

58.2 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 their own time, they may elect to be credited with time on duty for the period of attendance or accept payment of witness fees.

58.3 Subject to clause 58.4 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.

58.4 Where an employee is required to attend as a witness on behalf of Jacana Energy, the employee will be regarded as being on duty.

58.5 Leave with pay will count as service. Leave without pay will not count as service.

**59. Release for Jury Service**

59.1 An employee required to attend for jury service will promptly notify their supervisor.

59.2 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.

59.3 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 the employee's attendance as the CEO 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.

59.4 Such leave will count as service.



- 59.5 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.

## **60. Study Assistance and Leave**

- 60.1 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.

- 60.2 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.

- 60.3 Provided the requirements of clause 60.2 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.

- 60.4 The CEO shall not authorise payment of:

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

- 60.5 Subject to clause 60.7, in addition to the requirements under clause 60.3(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.
- 60.6 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.
- 60.7 The CEO may approve reimbursement of a HELP debt of up to an amount of \$3000 for new employees. Approvals will be based upon the recruitment and retention objectives of Jacana Energy, and are subject to the following conditions:
- (a) the HELP debt must be related to an initial qualification, not an advanced degree;
  - (b) the employee must provide evidence of the debt incurred either through production of the HELP debt or voluntary repayments made; and
  - (c) approval is granted by the CEO upon commencement of the employee's employment on the condition that the employee may only apply for reimbursement after having completed three years continuous service with Jacana Energy or other NTPS agencies.
- 60.8 Provided the requirements of clause 60.2 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 hours per week including travelling time;
  - (b) without pay for leave in excess of four hours per week or on a time in lieu basis for leave in excess of four 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 weeks in any year, including travelling time, in order to attend residential components of the course; and
    - (ii) a further period of two days, per approved unit of study, per semester.
- 60.9 The CEO shall not approve study leave under clause 60.8 where the approved course of study is available outside normal working hours.
- 60.10 The approval for study leave with pay does not include time off to prepare for examinations.

- 60.11 In addition to the study leave provisions set out in clauses 60.8, the CEO may, in their absolute discretion, approve an extended period of leave without pay for study purposes, which will not count as service.

## **61. Domestic and Family Violence**

- 61.1 The employer recognises that a safe and supportive workplace can make a positive difference to employees who are experiencing domestic and family violence (including sexual violence). Support measures for employees include leave with pay, flexible work options and access to an Employee Assistance Program (EAP) for domestic and family violence purposes.
- 61.2 Leave with pay is available to an employee who is experiencing domestic and family violence and who requires time off for reasons including, but not limited to:
- (a) seeking safe accommodation;
  - (b) attending court hearings and police appointments;
  - (c) accessing legal advice;
  - (d) organising alternative care or education arrangements for the employee's children; or
  - (e) other related purposes approved by the CEO.
- 61.3 Domestic and family violence leave is accessed in accordance with By Law 18 – Miscellaneous Leave and is in addition to other leave entitlements. Domestic and family violence leave will count as service for all purposes.
- 61.4 Applications for leave will be dealt with confidentially and sensitively. Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.
- 61.5 Reasonable adjustments should be considered to ensure the individual's safety in the workplace (eg different work locations, removal of phone listing or changes to NTG email addresses).

## **62. Cultural and Ceremonial Leave**

- 62.1 An employee is entitled to up to five days unpaid cultural leave for cultural or ceremonial obligations each 12 months for the purposes of undertaking their cultural or ceremonial obligations for the community or group to which the employee belongs.
- 62.2 The CEO may, on application grant leave subject to 62.4 and 62.5.
- 62.3 The CEO will have regard for an employee's cultural or ceremonial obligations, and may grant a further period of unpaid cultural and ceremonial leave.
- 62.4 Notice Requirements
- (a) An employee must make all reasonable efforts to advise the CEO as soon as reasonably practicable of the period or expected period of the cultural or ceremonial leave.

(b) Notice should minimise the impact on Jacana Energy operations.

- 62.5 The CEO may require an employee to produce documentary evidence, where appropriate, of the need for cultural or ceremonial leave.
- 62.6 Alternately an employee may access their paid recreation or long service leave entitlements for the purpose of undertaking cultural or ceremonial obligations.

*(Note: access to long service leave entitlements is subject to the minimum period set out in PSEM By-law 8.)*

## Schedule 1 Salary Structures

### Jacana Level Salary Classifications

Classification	Pay Point	Annual Salary Rates Effective 1/7/16	Annual Salary Rates Effective 1/7/17 (2.5%)	Pay Point	Annual Salary Rates Effective 1/7/18 (2.5%)	Annual Salary Rates Effective 1/7/19 (2.5%)	Annual Salary Rates Effective 1/7/20 (2.5%)
Jacana Level 4 (JL4)	4	\$ 138,167	\$ 141,621	7	\$ 145,162	\$ 148,791	\$ 152,511
	-	-	-	6	\$ 141,661	\$ 145,202	\$ 148,832
	3	\$ 131,501	\$ 134,789	5	\$ 138,159	\$ 141,613	\$ 145,153
	-	-	-	4	\$ 134,870	\$ 138,242	\$ 141,698
	2	\$ 125,240	\$ 128,371	3	\$ 131,580	\$ 134,870	\$ 138,242
	-	-	-	2	\$ 128,446	\$ 131,657	\$ 134,949
	1	\$ 119,273	\$ 122,255	1	\$ 125,311	\$ 128,444	\$ 131,655
Jacana Level 3 (JL3)	5	\$ 113,584	\$ 116,424	9	\$ 119,335	\$ 122,318	\$ 125,376
	-	-	-	8	\$ 116,501	\$ 119,414	\$ 122,399
	4	\$ 108,190	\$ 110,895	7	\$ 113,667	\$ 116,509	\$ 119,422
	-	-	-	6	\$ 110,952	\$ 113,726	\$ 116,569
	3	\$ 103,020	\$ 105,596	5	\$ 108,236	\$ 110,942	\$ 113,716
	-	-	-	4	\$ 105,661	\$ 108,302	\$ 111,010
	2	\$ 98,118	\$ 100,571	3	\$ 103,085	\$ 105,662	\$ 108,304
	-	-	-	2	\$ 100,623	\$ 103,138	\$ 105,717
Jacana Level 2 (JL2)	1	\$ 93,430	\$ 95,766	1	\$ 98,160	\$ 100,614	\$ 103,129
	6	\$ 88,994	\$ 91,219	11	\$ 93,499	\$ 95,836	\$ 98,232
	-	-	-	10	\$ 91,267	\$ 93,549	\$ 95,888
	5	\$ 84,744	\$ 86,863	9	\$ 89,035	\$ 91,261	\$ 93,543
	-	-	-	8	\$ 86,908	\$ 89,081	\$ 91,308
	4	\$ 80,695	\$ 82,712	7	\$ 84,780	\$ 86,900	\$ 89,073
	-	-	-	6	\$ 82,765	\$ 84,835	\$ 86,956
	3	\$ 76,859	\$ 78,780	5	\$ 80,750	\$ 82,769	\$ 84,838
	-	-	-	4	\$ 78,826	\$ 80,797	\$ 82,817
	2	\$ 73,196	\$ 75,026	3	\$ 76,902	\$ 78,825	\$ 80,796
Jacana Level 1 (JL1)	-	-	-	2	\$ 75,069	\$ 76,946	\$ 78,870
	1	\$ 69,707	\$ 71,450	1	\$ 73,236	\$ 75,067	\$ 76,944
	7	\$ 66,390	\$ 68,050	13	\$ 69,751	\$ 71,495	\$ 73,282
	-	-	-	12	\$ 68,085	\$ 69,787	\$ 71,532
	6	\$ 63,219	\$ 64,799	11	\$ 66,419	\$ 68,079	\$ 69,781
	-	-	-	10	\$ 64,845	\$ 66,466	\$ 68,127
	5	\$ 60,221	\$ 61,727	9	\$ 63,270	\$ 64,852	\$ 66,473
	-	-	-	8	\$ 61,759	\$ 63,303	\$ 64,886
	4	\$ 57,345	\$ 58,779	7	\$ 60,248	\$ 61,754	\$ 63,298
	-	-	-	6	\$ 58,813	\$ 60,283	\$ 61,790
	3	\$ 54,614	\$ 55,979	5	\$ 57,378	\$ 58,812	\$ 60,282
	-	-	-	4	\$ 56,052	\$ 57,453	\$ 58,889
	2	\$ 52,089	\$ 53,391	3	\$ 54,726	\$ 56,094	\$ 57,496
Trainee	-	-	-	2	\$ 53,463	\$ 54,800	\$ 56,170
	1	\$ 49,685	\$ 50,927	1	\$ 52,200	\$ 53,505	\$ 54,843
	3	\$ 43,491	\$ 44,578	5	\$ 45,692	\$ 46,834	\$ 48,005
	-	-	-	4	\$ 44,001	\$ 45,101	\$ 46,228
	2	\$ 40,270	\$ 41,277	3	\$ 42,309	\$ 43,367	\$ 44,451
	-	-	-	2	\$ 40,617	\$ 41,633	\$ 42,673
	1	\$ 37,050	\$ 37,976	1	\$ 38,925	\$ 39,898	\$ 40,895

^ Graduates with a 3 year degree will commence on pay point 9 of Jacana Level 1

^^ Graduates with a 4 year degree will commence on pay point 11 of Jacana Level 1

Undergraduates will commence on pay point associated with number of completed years of study eg: year 1 completed - pay point 3

## Schedule 2 Allowances

### Attachment 2 - Allowances

Allowance	Clause Number	Frequency	Old Rates Effective 1/1/17 \$	Rates Effective 1/1/18 \$	Rates Effective 1/1/19 \$	Rates Effective 1/1/20 \$	Rates Effective 1/1/21 \$
<b>Relocation</b>	<b>Clause 35</b>						
Employee only		per fortnight	536.00	According to CPI	According to CPI	According to CPI	According to CPI
Employee with Dependents		per fortnight	741.00	According to CPI	According to CPI	According to CPI	According to CPI
<b>Travelling</b>	<b>Clause 37</b>						
Accommodation		night	83.80	According to CPI	According to CPI	According to CPI	According to CPI
Incidentals		day	13.20	According to CPI	According to CPI	According to CPI	According to CPI
<b>Meal Rates</b>	<b>Clause 37</b>						
Breakfast		-	17.10	According to CPI	According to CPI	According to CPI	According to CPI
Lunch		-	26.20	According to CPI	According to CPI	According to CPI	According to CPI
Dinner		-	36.90	According to CPI	According to CPI	According to CPI	According to CPI
<b>Motor Vehicle</b>	<b>Clause 39</b>						
		per km for employee	0.76	According to CPI	According to CPI	According to CPI	According to CPI
		per km for carrying goods passengers or towing	0.05	According to CPI	According to CPI	According to CPI	According to CPI

Allowance	Clause Number	Frequency	Old Rates Effective 1/7/16 \$	Rates Effective 1/7/17 \$	Rates Effective 1/7/18 \$	Rates Effective 1/7/19 \$	Rates Effective 1/7/20 \$
<b>Damaged Clothes</b>	<b>Clause 38</b>	-	490.00	490.00	490.00	490.00	490.00
<b>First Aid Allowance</b>	<b>Clause 40</b>	per week	18.80	19.30	19.80	20.30	20.80
<b>On-Call</b>	<b>Clause 47</b>	hour	-	2.00	2.05	2.10	2.15
<b>Overtime Meal</b>	<b>Clause 46</b>	per meal	26.50	27.20	27.90	28.60	29.30

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

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

### 3.1 Jacana Levels

#### 3.1.1 Descriptor:

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

#### 3.1.2 Entry/progression requirements:

##### *Trainee*

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

### *Undergraduate*

- (f) The Undergraduate Jacana Level classification provides an opportunity to pursue a career with Jacana Energy in the Jacana Level Classification Stream whilst gaining a relevant degree qualification. Examples of degree qualifications include: economics, commerce, law, accounting, business, information technology and human resources.
- (g) Undergraduate Jacana Level employees will be employed on a fixed period contract of employment until attainment of a relevant qualification.
- (h) Existing employees who transfer to the Undergraduate classification will maintain their employment status as ongoing or fixed period.
- (i) An Undergraduate may be eligible to access Jacana Energy's study assistance scheme, except in the case of undergraduate vacation employees employed by Jacana Energy on a short term fixed period basis who are not eligible.
- (j) An offer of ongoing employment as a Graduate will be at the discretion of Jacana Energy and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Undergraduate.

### *Graduate*

- (k) The Graduate Jacana Level classification provides recent graduates an opportunity to pursue a career with Jacana Energy in the Jacana Level Classification Stream across a range of disciplines. Examples of disciplines include: economics, commerce, law, accounting, business, information technology and human resources.
- (l) The mandatory minimum entry qualification is a three or four year degree in a relevant discipline.
- (m) The entry level pay point is:
  - (i) Jacana Level 1 Pay Point 9 for a Graduate with a three year degree; or
  - (ii) Jacana Level 1 Pay Point 11 for a Graduate with a four year degree.
- (n) Graduates will participate in Jacana Energy's Graduate Programme.
- (o) On successful completion of the Graduate Programme a graduate may be transferred to an available Jacana Level 1 position at their current pay point.



## Schedule 4 Northern Territory Public Sector Redeployment and Redundancy Entitlements

### 4.1 Definitions

#### 4.1.1 For the purposes of these provisions:

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

### 4.2 Consulting Relevant Unions

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

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

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

### 4.3 Finding of Other Suitable Employment

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

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

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

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

#### **4.4 Voluntary Retrenchment**

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

- 4.4.8** The entitlement under:
- (a) clause 4.4.3 constitutes notice for the purposes of section 117 of the FW Act; and
  - (b) clause 4.4.5 includes the employee's entitlement to redundancy pay for the purposes of section 119 of the FW Act.
- 4.4.9** All accrued recreation leave, long service leave and leave loading entitlements, including pro rata entitlements must be paid out.
- 4.4.10** Subject to clause 4.4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the employer.
- 4.4.11** A surplus employee who has a leave airfare entitlement under PSEM By-law 33 or 47 is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and their recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the employer.
- 4.5 Notice of Redundancy**
- 4.5.1** A surplus employee cannot be given notice under this clause unless they have:
- (a) been offered a voluntary retrenchment and has declined that offer; or
  - (b) has requested a voluntary retrenchment and the employer has refused the request.
- 4.5.2** Subject to clause 4.5.5, where the employer determines that a surplus employee is unable to be placed in other suitable employment:
- (a) the employee is entitled to 26 weeks formal notice of redundancy; or
  - (b) where the employee has 20 or more years service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.
- 4.5.3** In addition to notice of redundancy under clause 4.5.2, a surplus employee must be given four weeks formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 4.5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.
- 4.5.4** The period of notice under clause 4.5.3 constitutes notice for the purposes of section 117 of the FW Act.
- 4.5.5** The period of notice under clause 4.5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

*Example: A 50 year old employee with four years service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks*

*notice of redundancy and the NES entitlement to eight weeks redundancy pay which will be paid on termination.*

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

#### **4.6 Transfer to other suitable employment**

- 4.6.1** A potentially surplus employee or a surplus employee is entitled to 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.
- 4.6.2** A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving their household to a new location if, in the opinion of the employer the transfer is necessary to enable the employee to take up suitable employment.
- 4.6.3** Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:
- (a) Where the period of notice of redundancy has already been invoked, the greater of:
    - (i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 4.5.2; or
    - (ii) four weeks; or

- (b) where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 4.5.2.

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

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

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

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

**4.7 Use of Accrued Personal Leave**

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

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

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

**4.8 Right of Review**

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

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

**4.9 Substitution or Other Provisions**

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

#### **4.10 Exemption**

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

## Schedule 5 Work Life Balance Initiatives

### 5.1 General

- 5.1.1** 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 Schedule.
- 5.1.2** The provisions of this Schedule do not apply to casual employees.
- 5.1.3** 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.

### 5.2 Recreation Leave at Half Pay

- 5.2.1** An employee may apply to utilise one or more weeks of their recreation leave at half pay, in order to double the period of leave.
- 5.2.2** An employee cannot utilise recreation leave at half pay whilst under a purchased leave arrangement.
- 5.2.3** 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 two weeks of recreation leave over a period of four weeks at half pay, all leave entitlements will accrue over the first two weeks of leave, as if the employee was on recreation leave with full pay, and no leave entitlements will accrue over the final two 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.
- 5.2.4** A period of recreation leave at half pay does not break continuity of service.
- 5.2.5** The second half of the period of recreation leave at half pay will not count as service and service based entitlements will be adjusted accordingly.

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

### 5.3 Purchase of Additional Leave (Purchased Leave)

- 5.3.1** Entitlement to Purchased Leave
- (a) An employee who has completed 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.

- (b) An employee cannot access recreation leave at half pay whilst under a purchased leave arrangement.

### 5.3.2 Method of purchase

- (a) Additional leave must be purchased in advance and must be used within six months after payment is completed.
- (b) An employee purchasing additional leave will pay an amount equal to salary for the additional leave over a 12 month period. Payments will be deducted from the employee's gross fortnightly salary.

*For example: An employee earns an annual gross salary of \$47 006 or \$1802.15 per fortnight. The employee purchases an additional four weeks leave which equates to two fortnightly pays (ie \$3604.30). The employee 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 12 months for purchasing additional leave may be implemented with the CEO's approval.

### 5.3.3 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 50.2,

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.

- (e) 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.
- (f) Purchased leave must be taken in minimum periods of one week.
- (g) A public holiday that falls within a period of purchased leave will extend the period of leave.

#### **5.3.4 Independent Advice**

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

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

#### **5.3.5 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.

#### **5.3.6 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 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 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 NTPS agency (unless the new work area or agency agrees to continue the arrangement).
- (b) Where a purchased leave arrangement ceases in accordance with clause 5.3.6(a), the employee will be reimbursed a lump sum payment of monies paid within two months of the date of cessation, provided that where the employee has already commenced the

period of purchased leave, they will be reimbursed monies paid on a pro rata basis, in accordance with the portion of monies relating to the unused period of leave.

## SIGNATORIES to the 2017 - 2021 Jacana Energy Enterprise Agreement



.....  
Commissioner for Public Employment

Name: Craig John Allen

Address: GPO Box 4371

Darwin NT 0801

Dated: 14 December 2017



.....  
NT Regional Secretary

Community and Public Sector Union

Signed as a bargaining representative of employees covered by this Agreement

Name: Kay Densley

Address: GPO Box 458, Darwin, NT, 0801

Dated: 20/12/17

## IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2017/6653

### Applicant:

Commissioner for Public Employment for the Northern Territory

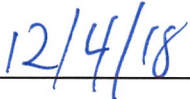
Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, Damien Doherty, Employee Relations Manager for the Office of the Commissioner for Public Employment give the following undertakings with respect to the 2017 – 2021 Jacana Energy Enterprise Agreement ("the Agreement"):

1. I have the authority given to me by the Office of the Commissioner for Public Employment to provide this undertaking in relation to the application before the Fair Work Commission.
2. Where a group of employees have agreed to vary work arrangements in accordance with clause 17 of the Agreement, the variations shall be made in accordance with clause 16 of the Agreement, recognising that:
  - a. the variation must be genuinely agreed to by the majority of employees involved in the affected work group;
  - b. a written copy of the agreement and approval will be provided to all employees in the affected work group; and
  - c. a mechanism to terminate and/or review the agreement will be included in the agreement.
3. Each employee covered by a group variation arrangement will be offered an opportunity to accept, and must sign, an individual flexible working agreement in accordance with clause 16 of the Agreement.
4. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date