

DET2009/149

2005/326

## NORTHERN TERRITORY OF AUSTRALIA

### *Public Sector Employment and Management Act*

#### REVOCATION OF DETERMINATION 5 OF 2007

I, KENNETH DONALD SIMPSON, the Commissioner for Public Employment, in pursuance of section 14(2) of the *Public Sector Employment and Management Act* and with reference to section 43(a) of the *Interpretation Act*, revoke Determination Number 5 of 2007.

#### DETERMINATION NUMBER 4 OF 2009

I, KENNETH DONALD SIMPSON, the Commissioner for Public Employment:

1. in pursuance of section 34(1)(a) of the *Public Sector Employment and Management Act* (the Act), determine that the classes of duties specified in the Schedule may be performed for a fixed period by a person appointed on a temporary basis under section 29(3)(b) as a casual employee;
2. in pursuance of section 34(3) of the Act, determine that a person may be employed to perform the duties for a period not exceeding 5 years;
3. in pursuance of section 34(4) of the Act, determine that the terms and conditions to apply to and in relation to the employment as a casual employee shall be as follows:
  - (a) The employee is employed and paid by the hour as per the relevant workplace agreement;
  - (b) The employee works only when required by the employer (which may or may not be on a regular basis or on fixed days or at fixed hours);
  - (c) There is no continuing contract of employment with the employer requiring the employee to work on a subsequent occasion at a specified time;
  - (d) The time of ceasing employment may be stipulated at the time of engagement or on at least one hour's notice of cessation of the period of employment being given;
  - (e) Payment will be at the appropriate hourly rate of pay relevant to the designation assigned and, in addition, the employee will be paid 20% of that hourly rate as a casual loading, unless stipulated otherwise in a relevant workplace agreement;

- (f) As detailed in Regulation 5 of the *Public Sector Employment and Management Regulations*, Parts 7 and 8 and sections 57 and 58 of the Act do not apply to or in relation to an Employee employed on a casual basis;
- (g) With the exception of By-Law 26, the *Public Sector Employment and Management By-Laws* do not apply;
- (h) If eligible, Northern Territory Allowance will be paid under the provisions of By-law 26 with the entitlement calculated in accordance with the following formula:

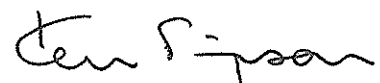
$$\frac{A \times C \times 12}{B \times 313} = \text{Rate of NTA payable per fortnight}$$

Where;           A = hours worked per week  
                      B = standard hours of full-time work per week  
                      C = annual rate of Northern Territory Allowance

- (i) All Employment Instructions issued by the Commissioner in pursuance of section 16 of the Act apply, with the exception of:
  - (i) Employment Instruction Number 5 – Medical Incapacity;
  - (ii) Employment Instruction Number 6 – Inability to Discharge Duties;
  - (iii) Employment Instruction Number 7 – Discipline; and
  - (iv) Employment Instruction Number 14 – Part-Time Employment.
- (j) A casual employee:
  - (i) does not accrue or become entitled to utilise any paid leave;
  - (ii) is not eligible for incremental adjustment to their salary; and
  - (iii) does not receive payment for public holidays not worked.

Dated 18 FEBRUARY

2009



KEN SIMPSON  
Commissioner for Public Employment

## SCHEDULE

**Duties performed by employees holding designations contained in the following Collective Agreements, and their successor agreements as certified from time to time:**

Northern Territory Public Sector 2008-2010 Union Collective Agreement

Darwin Port Corporation (Northern Territory Public Sector) Union Collective Agreement 2006-2008

Darwin Port Corporation Marine Pilots' 2008 Union Collective Agreement

Northern Territory Public Sector Fire and Rescue Service 2007–2010 Partnership Agreement

Medical Officers (Northern Territory Public Sector) Workplace Agreement 2008-2010

Northern Territory Public Sector Teacher and Educator 2008-2010 Union Collective Agreement

2007 – 2010 Power and Water Union Collective Agreement

Northern Territory Public Sector Nurses' 2008 - 2011 Union Collective Agreement

Prison Officer (Northern Territory Public Sector) 2008 - 2011 Union Collective Agreement

Dental Officers (Northern Territory Public Sector) 2008 - 2011 Agreement

  
18/2/09

**NORTHERN TERRITORY OF AUSTRALIA**

**NORTHERN TERRITORY PUBLIC SECTOR  
EMPLOYMENT CONTRACT**

(Casual Employees)

This Contract of Employment is made on the

..... day of .....20.....

between

The Commissioner for Public Employment  
("the Employer")

.....  
(show address for service of notices)

and

.....  
("the Employee")

.....  
(show address for service of notices)

### **Appointment**

1. The designation to which the Employee is appointed is \_\_\_\_\_.
2. The period of this Contract commences on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and ends on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, unless sooner terminated.

### **Remuneration**

3. Subject to the terms and conditions of this Contract, the Employee is entitled to a salary of \_\_\_\_\_ (\$ \_\_\_\_\_) per hour.

### **Duties of Employee**

4. The Employee must carry out the duties from time to time assigned to the Employee by the Chief Executive Officer.

### **Terms and Conditions**

5. The terms and conditions of this Contract are set out in Determination No. 4 of 2009 of the Employer pursuant to section 34(4) of the *Public Sector Employment and Management Act*.

### **General Provisions**

6. This Contract supersedes and replaces all other Contracts, understandings or arrangements relevant to the employment of the Employee prior to the execution of this Contract.
7. This Contract is governed by the law of the Northern Territory of Australia and shall be deemed to be made in the Northern Territory of Australia.

8. (a) All notices, consents, approvals, agreements or other communications by or to the respective parties to this Contract must be in writing and will be taken to be duly given or made:
- (i) if the notice is delivered in person or by post – when delivered; or
  - (ii) if the notice is delivered by facsimile transmission – on receipt by the sender of a printed communication transmission report from the sending facsimile machine indicating successful transmission to the recipient's facsimile number, except that if the time of transmission is after 4.00pm or on a day on which business is not generally carried on in the place to which the communication is sent, the notice is taken to have been received at the commencement of business on the next day on which business is generally carried out in that place.

A notice must be delivered to the address shown in this Contract for the party or to another address specified by the party in writing.

IN WITNESS WHEREOF the parties have executed this contract:

SIGNED BY: )  
 )  
 )  
\_\_\_\_\_) (signature of Employer / Delegate)  
(print name)

On [date] ) / /

pursuant to section 25 of the )  
*Public Sector Employment and* )  
*Management Act*, in the presence of: )  
 )  
\_\_\_\_\_) (signature of witness)  
(print name)

SIGNED BY: )  
 )  
 )  
\_\_\_\_\_) (signature of Employee)  
(print name)

On [date] ) / /

in the presence of: )  
 )  
 )  
\_\_\_\_\_) (signature of witness)  
(print name)