

NORTHERN TERRITORY OF AUSTRALIA

*Public Sector Employment and Management Act 1993*

**DETERMINATION NUMBER 1062 OF 2022**

Survey Interviewer

I, VICKI TELFER, Commissioner for Public Employment, pursuant to section 14(2) of the *Public Sector Employment and Management Act 1993* (the Act) and with reference to section 13(a) of that Act, determine that:

1. Survey Interviewer is an award free designation of the Northern Territory Public Sector for the performance of duties within the Department of Industry, Tourism and Trade.
2. Survey Interviewers will be employed for the purposes of conducting a survey of recreational fishers.
3. Pursuant to section 34A(1)(b) of the Act, a Survey Interviewer's duties, specified in the Schedule to this Determination, may only be performed by a person employed on a casual basis under section 29(3)(c) of the Act.
4. Pursuant to section 34A(3) of the Act, the terms and conditions of employment that apply to the designation of Survey Interviewer are as follows:
  - (a) The Survey Interviewer is employed as a casual;
  - (b) The Survey Interviewer is employed and paid by the hour on an as required, or as available basis;
  - (c) There is no continuing contract of employment with the employer requiring the Survey Interviewer to work on a subsequent occasion at a specified time;
  - (d) The normal hours of duty of a Survey Interviewer shall be those required to perform the duties specified in the Schedule and shall be agreed between the Chief Executive Officer and the Survey Interviewer;
  - (e) The minimum daily engagement of a Survey Interviewer is one hour;
  - (f) The time of ceasing employment may be stipulated at the time of engagement or on a least one hour's notice of cessation of the period of employment being given;
  - (g) The hourly rate of payment shall be paid equivalent to the base hourly rate of the Technical level 1 salary for a 38 hour a week non-shift worker, under the *Northern Territory Public Sector 2021 – 2025 Enterprise Agreement*, or a successor agreement, plus a casual loading of 25%;



- (h) The hourly rate in sub-clause 4(g) above shall be adjusted in accordance with salary increases in the Technical stream awarded under the applicable enterprise agreement;
  - (i) As detailed in Schedule 1 of the *Public Sector Employment and Management Regulations 2011*, Parts 7 and 8 and section 59A of the Act do not apply to or in relation to an employee employed as a Survey Interviewer;
  - (j) The *Public Sector Employment and Management By-laws* do not apply with the exception of:
    - i. By-law 32 (Vehicle Allowance) - Survey Interviewers shall have access to vehicle allowance in accordance with By-law 32 when employed; and
    - ii. By-law 8 (Long Service Leave) - which may apply to a long term casual employee with approval of the Commissioner;
  - (k) All employment instructions issued by the Commissioner pursuant to Section 16 of the *Public Sector Employment and Management Act 1993* apply with the exception of Employment Instruction Number 6 – Employee Performance and Inability.
  - (l) As a casual employee, a Survey Interviewer:
    - i. does not accrue or become entitled to utilise paid leave; and
    - ii. does not receive payment for public holidays not worked.
5. This Determination is to have effect on and from 1 January 2023.
6. This Determination will cease to have effect from midnight on 31 December 2027 unless revoked earlier.

Dated

9/9/22



VICKI TELFER PSM  
Commissioner for Public Employment

## SCHEDULE

The duties of Survey Interviewer are to:

1. Conduct face-to-face interviews associated with the Fisheries Group of the Department of Industry, Tourism and Trade survey of recreational fishers, in accordance with the design specifications of the particular survey;
2. Collate information from survey interviewers in the form required by the survey or as directed by the Chief Executive of the Department of Tourism, Industries and Trade; and
3. Conduct the survey interviews at times and in locations as agreed with the Chief Executive Office of the Department of Tourism, Industry and Trade.

**NORTHERN TERRITORY OF AUSTRALIA**

NORTHERN TERRITORY PUBLIC SECTOR

EMPLOYMENT CONTRACT

(Survey Interviewer)

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)



## **Employment**

1. The designation to which the Employee is employed is Survey Interviewer.
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 an hourly rate of \_\_\_\_\_ (\$\_\_\_\_\_) plus a casual loading of 25%.

## **Duties of Employee**

4. The Employee must carry out the duties as set out in the Schedule to Determination Number 1062 of 2022.

## **Terms and Conditions**

5. The terms and conditions of this Contract are set out in Determination Number 1062 of 2022 of the Employer pursuant to section 34A(3) of the *Public Sector Employment and Management Act 1993*.

## **General Provisions**

6. This Contract supersedes and replaces all other contracts, understandings or arrangements relevant to the employment of the Employee by the Employer 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. 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 when delivered in the ordinary course of post; 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.

**SIGNATURES**

Pursuant to section 25 of the )  
*Public Sector Employment and* )  
*Management Act 1993:* )

SIGNED BY: )  
 )  
 \_\_\_\_\_ )  
 (print name) )

\_\_\_\_\_ )  
 (signature of Employer/Delegate)

On [date] / /

SIGNED BY: )  
 )  
 \_\_\_\_\_ )  
 (print name) )

\_\_\_\_\_ )  
 (signature of Employee)

On [date] / /



**NORTHERN TERRITORY OF AUSTRALIA**

NORTHERN TERRITORY PUBLIC SECTOR

EMPLOYMENT CONTRACT

(Survey Interviewer)

(Multiple Employment Arrangement)

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)

## **Employment**

1. The designation to which the Employee is employed is Survey Interviewer.
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 an hourly rate of \_\_\_\_\_ (\$\_\_\_\_\_) plus a casual loading of 25%.

## **Duties of Employee**

4. The Employee must carry out the duties as set out in the Schedule to Determination Number 1062 of 2022.

## **Terms and Conditions**

5. The terms and conditions of this Contract are set out in Determination Number 1062 of 2022 of the Employer pursuant to section 34A(3) of the *Public Sector Employment and Management Act 1993*.

## **General Provisions**

6. This Contract is intended by the Employer to result in or form part of a multiple employment arrangement for the purposes of Section 38A of the *Public Sector Employment and Management Act 1993*, in which case this Contract and any other Contracts, understandings or arrangements relevant to the employment of the Employee by the Employer will operate contemporaneously with and independent of each other.
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. 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 when delivered in the ordinary course of post; 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.

**SIGNATURES**

Pursuant to section 25 of the )  
*Public Sector Employment and* )  
*Management Act 1993:* )

SIGNED BY: )

)

\_\_\_\_\_ )

(print name)

)

SIGNED BY: )

)

\_\_\_\_\_ )

(print name)

)

\_\_\_\_\_ )  
(signature of Employer/Delegate)

On [date] / /

\_\_\_\_\_ )  
(signature of Employee)

On [date] / /



