

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act 1993

REVOCATION OF DETERMINATION NUMBER 1027 OF 2021
RE-ISSUED

I, VICKI TELFER, Commissioner for Public Employment, pursuant to section 14(2) of the *Public Sector Employment and Management Act 1993* and with reference to section 43 of the *Interpretation Act 1978*, hereby revoke Determination number 1027 of 2021.

Dated

17/8/23



VICKI TELFER PSM

Commissioner for Public Employment

DETERMINATION NUMBER 1049 OF 2023
RE-ISSUED

Executive Contract Principals

PLEC Classification Structure and Terms and Conditions of Employment – New Pay
Rates August 2023 and 2024

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

1. Pursuant to section 34(4) of the Act, the terms and conditions of employment (other than for Contracts in operation as at the date of making this Determination) will be as set out in Schedule 1.
2. A person employed as a Principal on an Executive Contract of Employment as defined in section 3 of the Act, shall be entitled to receive the applicable total remuneration package in accordance with Schedule 2 or Schedule 3 of this Determination.
3. Pursuant to section 34(1)(b) of the Act, classes of duties specified in Schedule 1 and Schedule 2 may only be performed for a fixed period by a person appointed on a temporary basis under section 29(3)(b) of the Act.
4. Pursuant to section 34(3) of the Act, a person may be employed to perform duties for a period not exceeding 5 years.
5. This Determination and a **Contract** are intended to operate to the exclusion of any award or enterprise agreement pursuant to the *Fair Work Act 2009* (Commonwealth).
6. An Executive Contract Principal previously covered by Determination 5 or Determination 10 of 2019, whose position has decreased one level under the



new structure will be remunerated at the maximum pay point of the new level, subject to satisfactory performance.

7. This Determination is to have effect on and from 17 August 2023.
8. For the purpose of this Determination "Determination 5 of 2019" means Determination 5 of 2019 or its successor Determinations as in force from time to time.
9. This Determination will cease to have effect on 21 July 2026, unless revoked sooner.

Dated 17/8/23



VICKI TELFER PSM
Commissioner for Public Employment

SCHEDULE 1

Terms and Conditions of Employment

A. GENERAL

1. The Act, other than Parts 7 and 8, and Part 9 Division 2, applies to an Executive Contract Principal.
2. All Regulations made under the Act, other than Regulation 6, apply to an Executive Contract Principal.
3. The By-laws made under the Act do not apply to an Executive Contract Principal.
4. All Employment Instructions issued by the Commissioner under section 16 of the Act apply to an Executive Contract Principal other than:
 - 4.1. Employment Instruction Number 2 – Probation;
 - 4.2. Employment Instruction Number 5 - Medical Examinations;
 - 4.3. Employment Instruction Number 6 - Performance and Inability;
 - 4.4. Employment Instruction Number 14 – Redeployment and Redundancy.
5. Subject to the Act, the relevant provisions of the Act, Regulations and Employment Instructions are express terms and conditions of the Contract.

B. REMUNERATION

6. An Executive Contract Principal will be entitled to the annual **Total Remuneration Package** specified in Clause 3 of a Contract. The Total Remuneration Package incorporates the **Salary Component** and the **Employment Benefits**.
7. The Total Remuneration Package shall be the Total Remuneration Package determined by the Commissioner and in force as at the date of the commencement of the contract.
8. An Executive Contract Principal will elect, by written notice to the **Employer** within 14 days of the commencement of a Contract, what proportion of the Total Remuneration Package he or she elects to receive as Employment Benefits and what proportion is to be paid to him or her as **Salary**.
9. If an Executive Contract Principal has not made the election referred to in paragraph 8 within the period referred to in that paragraph, he or she will, subject to paragraph 10, be deemed to have elected to take the proportion of the Total Remuneration Package as Salary determined by the Employer to be appropriate having regard to any Employment Benefits being conferred, or required to be conferred, under paragraphs 13 to 36.
10. If, during the term of a Contract, there is a significant change to the Executive Contract Principal's superannuation contributions or to the value of the Total Remuneration Package, the Executive Contract Principal may, by notice in



writing, request a change to the percentage taken as Employment Benefits and/or the Salary Component to reflect the change.

11. Fortnightly payment of Salary will be calculated in accordance with the following formula:

$$\frac{\text{Annual Salary}}{313} \text{ multiplied by } 12$$

C. EMPLOYMENT BENEFITS

12. Any difference between an Executive Contract Principal's Total Remuneration Package and the amount taken as Employment Benefits will be provided to him or her as Salary.
13. An Executive Contract Principal may elect to salary package Employment Benefits as approved by the Commissioner from time to time and the proportion of the Total Remuneration Package to be paid to him or her as Salary will be adjusted to reflect the value of the Employment Benefits received.
14. Administration fees for salary packaging for benefit items in addition to those specified in this Determination will be on the same terms as those applying generally to employees of the Northern Territory Public Sector.
15. In making a claim for payment for any Employment Benefit, an Executive Contract Principal will make an appropriate declaration as required for taxation purposes. If such declaration is found to be incorrect, he or she agrees to indemnify and reimburse the Employer for any additional tax or penalties imposed by the Australian Taxation Office.

Motor Vehicle

General

16. Subject to paragraphs 17 and 28, an Executive Contract Principal may elect to have the use of a motor vehicle fitted with incognito plates and supplied by the Employer. The choice of vehicle is at the discretion of the Executive Contract Principal, from those approved by the Commissioner from time to time, relevant to the Executive Contract Principal's designation.
17. Approval of the use of a motor vehicle for Contracts of a period of 12 **months** or less will be at the Employer's discretion.

Conditions of Use

18. Subject to paragraph 19 the following conditions regarding the use of a motor vehicle provided to an Executive Contract Principal will apply:
- 18.1. the motor vehicle will form part of an Agency's vehicle pool and be available for pool use by all employees during ordinary working hours;
- 18.2. the motor vehicle will be available for reasonable personal use, including use within and outside the Northern Territory during all periods of paid leave, and periods of unpaid leave of up to three months,



provided the Executive Contract Principal continues to pay contributions in accordance with the relevant paragraphs of 20 to 29;

- 18.3. the Employer will meet the full running costs of the motor vehicle, including during periods of paid leave, for use within the Northern Territory;
- 18.4. running costs (i.e. fuel and oil) for use outside of the Northern Territory, during periods of paid or unpaid leave, shall be met by the Executive Contract Principal;
- 18.5. operational requirements for the vehicle will be in accordance with NT Fleet Management Policy.

Reasonable Personal Use

- 19. For the purposes of paragraph 18, "reasonable personal use" means:
 - 19.1. the motor vehicle may be used for private purposes, but not for other business purposes (other than Northern Territory Government related use);
 - 19.2. the motor vehicle will not be misused in a way that subjects the vehicle to excessive wear and/or damage;
 - 19.3. the motor vehicle may be driven by the Executive Contract Principal's spouse and children, and where accompanied by the Executive Contract Principal other members of his/her immediate family.

Contributions

- 20. An Executive Contract Principal will pay a contribution amount for personal use of the motor vehicle at a rate determined from time to time by the Commissioner.
- 21. The contribution amount under paragraph 20 will reflect the marginal operating costs of providing the motor vehicle to an Executive Contract Principal, including the **Fringe Benefits Tax** liability incurred by the Employer.
- 22. No contribution will be required for any period of greater than one **week** where the motor vehicle is unavailable for an Executive Contract Principal's use.

Leave Without Pay

- 23. An Executive Contract Principal on leave without pay for up to three months will pay a contribution rate in accordance with paragraph 20.
- 24. The Employer may approve the use of a motor vehicle for periods of leave without pay in excess of 3 months.
- 25. An Executive Contract Principal on leave without pay in excess of three months will pay a contribution rate determined by the Employer, which will be no less than the contribution required under paragraph 20.



26. An Executive Contract Principal with use of a motor vehicle during a period of leave without pay will be responsible for all running costs (i.e. fuel and oil).

Leave at Half Pay

27. An Executive Contract Principal with use of a motor vehicle while on leave at half pay will pay the full rate of contributions required under paragraph 20.

Part-Time

28. The Employer may approve the use of a motor vehicle for an Executive Contract Principal employed on a part-time basis.
29. An Executive Contract Principal employed on a part-time basis with use of a motor vehicle will pay the full rate of contributions required under paragraph 20.

Superannuation – Accumulation Scheme

30. The Employer will make superannuation contributions from an Executive Contract Principal's Total Remuneration Package to an **Accumulation Scheme** of an amount sufficient to meet the minimum employer contribution requirements under the *Superannuation Guarantee Administration Act 1992* (Commonwealth) as amended from time to time.
31. An Executive Contract Principal will advise the Employer in writing within 14 days of the commencement of a Contract of the Accumulation Scheme in which contributions under paragraph 30 are to be made. Where he or she does not provide this advice to the Employer, the Employer will make the contributions to an existing complying superannuation fund to which the Executive Contract Principal is a member, and if they are not a member of any complying superannuation fund, to the Northern Territory Government default Accumulation Scheme.
32. An Executive Contract Principal may elect to discontinue membership of an Accumulation Scheme at any time by notice in writing to the Employer and advise the Employer of the new Accumulation Scheme to which the Employer will make superannuation scheme contributions in accordance with paragraph 30.

Superannuation – Defined Benefit Scheme

33. An Executive Contract Principal who is a member of a **Defined Benefit Scheme** prior to commencing an Executive Contract may elect in writing to the Employer to continue membership of that scheme.
34. Where an Executive Contract Principal elects to continue membership of a Defined Benefit Scheme:
- 34.1. the contribution salary will be based on the Notional Salary (rate of 65%) of the Executive Contract Principal's Total Remuneration Package;

- 34.2. the Employer will make sufficient contributions from the Executive Contract Principal's Total Remuneration Package to fund the employer component of the scheme benefits; and
 - 34.3. the Executive Contract Principal will make contributions to the scheme in accordance with the rules of the scheme and any determinations made by the **Commissioner of Superannuation**.
35. Subject to satisfying conditions for cessation and the endorsement of the Commissioner of Superannuation, an Executive Contract Principal may apply in writing to discontinue his or her membership of a Defined Benefit Scheme and the provisions of paragraphs 30, 31 and 32 will then apply.

Salary Sacrifice for Employer Superannuation

36. An Executive Contract Principal may also request in writing for the Employer to make additional contributions from his/her Total Remuneration Package to an Accumulation Scheme or a Defined Benefit Scheme by way of a salary sacrifice arrangement in accordance with Northern Territory Government policy, the rules relevant to the respective schemes and any legislative requirements of the Australian Taxation Office.

D. OTHER CONDITIONS

Personal / Carer's Leave

37. An Executive Contract Principal progressively accrues three weeks of personal / carer's leave per **Employment Year**, and this leave accumulates from year to year.
38. An Executive Contract Principal may access personal / carer's leave without providing medical/documentary evidence, up to a maximum of five days per Employment Year, provided no more than three of those days are consecutive.
39. Paid personal / carer's leave can be taken by the Executive Contract Principal for a personal illness or injury, or where the Executive Contract Principal is required to provide care or support for a member of his/her immediate family or household because of personal illness, injury or an unexpected emergency affecting the member.
40. An Executive Contract Principal must make all reasonable effort to advise the Employer as soon as reasonably practicable on any day of absence from his/her employment.
41. Where an Executive Contract Principal's paid personal / carer's leave has been exhausted he or she may take up to two days unpaid leave to care for an immediate family or household member.
42. An Executive Contract Principal may elect to access personal leave at half the Total Remuneration Package rate where the absence is at least one day.

Recreation Leave



43. An Executive Contract Principal progressively accrues six weeks paid recreation leave per Employment Year.
44. The Employer may, on application in writing by the Executive Contract Principal, grant leave for recreation purposes, subject to the Employer's operational requirements.
45. An Executive Contract Principal must take a minimum of four weeks recreation leave within each Employment Year unless otherwise approved by the Employer.
46. An Executive Contract Principal will not carry forward in excess of seven weeks recreation leave within each Employment Year unless otherwise approved by the Employer.
47. The Employer may direct an Executive Contract Principal to take a period of paid recreation leave where he or she has accrued in excess of 12 weeks recreation leave, or where the Employer's enterprise is shut down for a period, e.g. between Christmas and New Year.
48. The Employer may agree to the Executive Contract Principal cashing out an amount of recreation leave provided he or she retains at least four weeks accrued leave.
49. If the Executive Contract Principal elects to cash out recreation leave, such payment will be in addition to and will not form part of, the Total Remuneration Package.
50. Subject to the rules of the Australian Taxation Office as varied from time to time, and with the agreement of the Employer, an Executive Contract Principal may salary sacrifice a future recreation leave accrual as a lump sum payment for superannuation purposes provided he or she retains at least four weeks accrued leave.
51. The Employer will pay to the Executive Contract Principal any unused period of accrued recreation leave on completion or termination of a Contract.
52. Payments under paragraphs 48 to 51 will be at the rate of the Executive Contract Principal's Total Remuneration Package.

Community Service Leave

53. An Executive Contract Principal is entitled to take paid community service leave for the purposes of jury service or a voluntary emergency activity as approved by the Employer.
54. The Executive Contract Principal's Salary will be reduced by the total amount of jury service pay received by him or her.

Long Service Leave

55. An Executive Contract Principal will be entitled to three calendar months long service leave after completion of 10 years continuous service plus an additional nine calendar days for each subsequently completed year of service.



56. The Employer may, on application in writing by the Executive Contract Principal, approve a period of long service leave, subject to the Employer's operational requirements.
57. Subject to paragraph 58, an Executive Contract Principal is required to use his/her entitlement to long service leave within three years of the 10 year and 20 year entitlement accruing, unless the Employer approves a temporary deferral on the utilisation of the leave.
58. An Executive Contract Principal will not be required to use his/her entitlement where he or she was of an age no less than ten years younger than the minimum retirement age of 55 years as at 7 March 1999, and he or she was then employed in the Northern Territory Public Sector and remained in that employment.
59. An Executive Contract Principal who has not obtained approval from the Employer to temporarily defer the utilisation of his/her long service leave beyond the three year limit under paragraph 57 will:
 - 59.1. be directed by the Employer to utilise the long service leave credit from a date which suits the needs of the agency; or
 - 59.2. have the long service leave credit cashed out from the date determined in sub-paragraph 59.1.
60. Long service leave will be granted in minimum blocks of seven calendar days, and then multiples of three calendar days.
61. When using a long service leave entitlement an Executive Contract Principal may elect:
 - 61.1. to be paid at the rate of the Total Remuneration Package for the full period of the leave; or
 - 61.2. to take half the entitlement as leave and the balance paid-in-lieu of leave at the Total Remuneration Package rate; or
 - 61.3. subject to the approval of the Employer, to utilise his/her entitlement to long service leave at half the Total Remuneration Package rate, provided that the period of leave taken will not exceed twice the entitlement accrued under paragraph 55.
62. Where an Executive Contract Principal utilises an amount of long service leave in accordance with sub-paragraph 61.3 all leave entitlements will accrue as if the Executive Contract Principal had utilised the leave at the full Total Remuneration Package rate.
63. An Executive Contract Principal may at any time elect to cash up a minimum of one month of long service leave at the Total Remuneration Package rate.
64. If an Executive Contract Principal elects to take a long service leave entitlement in cash, such payment will be in addition to and will not form part of, the Total Remuneration Package.



65. Subject to the rules of the Australian Taxation Office as varied from time to time, an Executive Contract Principal may salary sacrifice a future long service leave accrual as a lump sum payment for superannuation purposes at the Total Remuneration Package rate.

Payment-in lieu-of Long Service Leave

66. For less than 10 years of continuous service, on completion or termination of a Contract, an Executive Contract Principal will receive payment in lieu of pro-rata long service leave at the rate of twenty two and one half (22 ½) calendar days for seven completed years of continuous service, and a further twenty two and one half (22 ½) calendar days for each of the eighth (8th) and ninth (9th) completed years of continuous service.
67. Provided an Executive Contract Principal had at least one year of service, on death his/her estate will be entitled to receive payment in lieu of any long service entitlement, to be paid at the Total Remuneration Package rate.
68. For 10 years of service or more, on completion or termination of a Contract, an Executive Contract Principal will be entitled to receive payment in lieu for any unused and pro-rata long service leave at the Total Remuneration Package rate.

Special Leave


69. Where an Executive Contract Principal has exhausted relevant leave entitlements the Employer may, where exceptional circumstances exist, approve special leave with or without pay.
70. Leave without pay approved under paragraph 69 will not count as service for any purpose.

Part – time Employment

71. An Executive Contract Principal may be employed on a part-time basis with the written approval of the Employer. Unless otherwise specified, and subject to paragraphs 21 and 29, the Executive Contract Principal will receive entitlements under this Determination on a pro-rata basis according to the agreed hours of work. Hours worked from time to time in excess of the agreed hours of work will not qualify for accrual toward recreation, long service and personal leave.

Working Environment

72. An Executive Contract Principal may be required, during the term of a Contract, to travel to and from, and work at, any location or place where the Employer requires.
73. Where an Executive Contract Principal is required under paragraph 72 to relocate from one place to another, the Executive Contract Principal will be paid removal expenses in accordance with paragraph 72.



Higher Duties

74. Where an Executive Contract Principal is required to perform all the duties of a higher designation for a continuous period in excess of two weeks, he or she will be entitled to receive payment for the total period at the minimum Total Remuneration Package applicable to the higher designation where this is greater than an Executive Contract Principal's Total Remuneration Package.

Removal Expenses

75. Subject to agreement with the Employer, where an Executive Contract Principal is required to relocate from one place to another to take up duty in accordance with a Contract, the Executive Contract Principal may receive payment of reasonable removal and travel expenses for himself or herself, recognised dependants, if any, and furniture and personal and household effects.
76. Subject to paragraphs 77 and 78, on completion or termination of a Contract, the Employer will meet reasonable removal and travel expenses associated with returning an Executive Contract Principal, recognised dependants, if any, and any of the Executive Contract Principal's furniture and personal and household effects, from the place where an Executive Contract Principal resided during the period of employment to the place from which an Executive Contract Principal was recruited, or such other place of equal or lesser distance, as nominated by an Executive Contract Principal, and at the discretion of the Employer.
77. Paragraph 76 will have effect only where:
- 77.1. in the case of an Executive Contract Principal terminating a Contract, where that termination occurs within three months of the termination date specified in a Contract; and
 - 77.2. the departure of an Executive Contract Principal and an Executive Contract Principal's dependants occurs within 30 days of the completion or termination of employment of an Executive Contract Principal, unless otherwise approved by the Commissioner; and
 - 77.3. the removal of the effects of an Executive Contract Principal and an Executive Contract Principal's recognised dependants occurs within three months of the completion or termination of employment of an Executive Contract Principal, unless otherwise approved by the Commissioner.
78. Where an Executive Contract Principal's employment is terminated or completed under this Determination and an Executive Contract Principal advises the Employer that he or she will continue to reside within the Northern Territory, paragraph 76 will be of no effect, unless an Executive Contract Principal was relocated from within the Northern Territory under paragraph 75.
79. The Employer may authorise the deduction from an Executive Contract Principal's final Salary payment to recover relocation expenses associated with the recruitment of the Executive Contract Principal under paragraph 75 if:

- 79.1. where the Contract is for a period of less than 12 months, he or she terminates their Contract before the expiry of the Contract; or
- 79.2. where the Contract is for a period of 12 months or more, he or she terminates their Contract within 12 months of commencement.
- 80. Paragraph 79 will not apply where:
 - 80.1. the Employer and the Employee mutually agree to terminate the Contract of employment; or
 - 80.2. the Employer decides that special circumstances apply.
- 81. An Executive Contract Principal shall be entitled to the same terms and conditions of employment that apply to an ongoing Senior Administrative Officer 2 in the Northern Territory Public Sector for the following provisions:
 - a. Compassionate Leave
 - b. Recreation Leave Half Pay
 - c. Purchase of Additional Leave
 - d. Recognition of Prior Service for Long Service Leave Purposes
 - e. Parental Leave (note: additional superannuation contributions applicable under clause 92.16(b) of the *Northern Territory Public Sector 2021-2015 Enterprise Agreement* will not apply)
 - f. Requests for Flexible Working Arrangements in Certain Circumstances
 - g. Public Holidays
 - h. Travelling allowance
 - i. Relocation Provisions
 - j. Remote Locality Incentives
 - k. Cultural and Ceremonial leave
 - l. NAIDOC Week leave
 - m. Kinship Obligation leave
 - n. Domestic, Family and Sexual Violence leave
 - o. Foster and Kinship Carer leave
 - p. Leave to engage in voluntary emergency management activities
 - q. Blood Donor leave
 - r. Health Screening leave
 - s. Gender Transition leave

- t. Defence Service leave
- u. War Service leave (clause 99)
- v. Release for Jury Service (clause 104)

Workers' Compensation

82. An Executive Contract Principal, if sustaining an injury as defined in the *Return to Work Act 1986*, will be entitled to receive:
- 82.1. during the period of a Contract, Return to Work Act 1986 income based benefits based on the Salary Component at the time of injury. In addition, the Employer will continue to provide the same level of Employment Benefits in accordance with a Contract; or
 - 82.2. on completion or termination of a Contract, compensation in accordance with the *Return to Work Act 1986*. For the purpose of the *Return to Work Act 1986*, salary will mean an Executive Contract Principal's Total Remuneration Package at the date of completion or termination of a Contract.

E. CONFIDENTIALITY AND NON-COMPETITION

83. In employing an Executive Contract Principal under a Contract, the Employer is exposing an Executive Contract Principal to confidential information and trade secrets, and information and documents which it considers and treats as confidential, including such things as Cabinet documents, submissions, draft reports, commercial information supplied to the Employer, draft legislation, and, particularly in the case of government business enterprises, the identity of suppliers and customers and prices charged to customers and by suppliers (except where that information is in the public domain). In consideration of an Executive Contract Principal being employed and therefore exposed to that information, the disclosure of which will damage the Employer, an Executive Contract Principal agrees by signing a Contract to be subject to the following conditions:
- 83.1. an Executive Contract Principal will not either during or after the course of his or her employment, and except in the proper course of his or her duties divulge to any person, and he or she should use his or her best endeavours to prevent the publication or disclosure of, any confidential information or trade secrets of the Employer and without limiting the generality of that expression any trade secret or process or information concerning the same or the business of the Employer or of any of its dealings, transactions or affairs which may come to his or her knowledge during and as a result of or out of his or her employment, other than where that information or process is part of the public domain;
 - 83.2. during his or her employment, an Executive Contract Principal will not be concerned or involved directly or indirectly whether as principal, agent, servant, consultant, director or shareholder in connection with any business, or the promotion of any business similar to and in



competition with that conducted by the Employer, except as a shareholder in a Company listed on the Stock Exchange in Australia;

- 83.3. an Executive Contract Principal will not, for the following periods after the date of the termination of a Contract for any cause whatsoever, solicit any customer who is an existing customer of the Employer at the time of the termination of a Contract:

83.3.1. 6 months;

83.3.2. a further 6 months in addition to the period specified in 83.3.1; and

83.3.3. an additional 6 months in addition to the period specified in 83.3.2;

- 83.4. Each of these periods are separately agreed to despite any overlap of an Executive Contract Principal's obligations, and if one or more of these periods is or are found to be unenforceable, then that or those periods will be severed and the remaining period or periods will still apply.

- 83.5. In this paragraph "Employer" includes the Northern Territory of Australia and any government business enterprise conducted by the Northern Territory of Australia, including without limitation any company, joint venture or partnership.

- 83.6. Provided that the Commissioner may, by instrument in writing, exempt an Executive Contract Principal from any or all of the obligations in subparagraphs 83.2 and 83.3 of this paragraph.

F. OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY

84. On completion or termination of a Contract, an Executive Contract Principal will return to the Employer all correspondence, documents, papers and property relating to duties performed during the period of a Contract.
85. Any intellectual property invented or created by an Executive Contract Principal as a result of his or her employment under a Contract will remain the property of the Employer, unless otherwise agreed in writing by the parties.

G. CONFLICT OF INTEREST

86. An Executive Contract Principal must disclose in writing to the Employer where a potential conflict between his/her personal interest and official duty, whether real or apparent, has arisen or is likely to arise.
87. The Employer may take any action, or direct the Executive Contract Principal to take any action the Employer considers necessary, to ensure there is no potential conflict between the Executive Contract Principal's personal interest and official duty.

H. DECLARATION OF PRIVATE FINANCIAL AND OTHER INTERESTS

88. The Employer may require an Executive Contract Principal to make a declaration of any private financial or other interests, including with respect to immediate family members (and other relevant persons), which might result in a conflict with his/her official duty.
89. The Employer may take any action, or direct the Executive Contract Principal to take any action the Employer considers necessary, to ensure there is no potential conflict between the Executive Contract Principal's private financial interests, including with respect to immediate family members (and other relevant persons) and his/her official duty.

I. TRANSITION PROVISIONS

90. An Executive Contract Principal who was, immediately prior to entering a Contract or subsequent or renewed Contract (howsoever described), an ongoing or fixed period employee employed in accordance with the Act or any other Northern Territory legislation approved by the Commissioner, will have:
- 90.1. subject to sub-paragraph 90.5 accrued recreation leave carried forward into a Contract;
 - 90.2. accrued personal / carer's leave credits carried forward into a Contract;
 - 90.3. continuity of service for the purpose of long service leave accrual;
 - 90.4. continuity of service for the purpose of parental leave;
 - 90.5. the value of the following entitlements paid in cash (net of tax):
 - 90.5.1. all accrued recreation leave in excess of 4 weeks credit;
 - 90.5.2. all accrued and pro-rata recreation leave loading; and
 - 90.5.3. all accrued and pro-rata airfares (including applicable taxes). Dependency criteria for airfares will be assessed as at the date of commencement of a Contract;
 - 90.6. for the purposes of sub-paragraph 90.5 the value paid will be calculated at the Total Remuneration Package rate as at the date of commencement of a Contract; and
 - 90.7. continuity of any entitlement to removal expenses, if applicable.
91. Payments made under sub-paragraph 90.5 will be in addition to, and will not form part of, the Total Remuneration Package.

J. PERFORMANCE REVIEW

92. An Executive Contract Principal will be expected to meet and display the Executive Officer Capabilities as advised by the Commissioner from time to time.
93. The Employer will review an Executive Contract Principal's performance once each Employment Year or on a more frequent basis if required. An Executive



Contract Principal will participate and co-operate in any performance appraisal processes adopted by the Employer.

94. Without limiting the scope of paragraph 93, the Employer will review an Executive Contract Principal's performance on the basis of:
- 94.1. fulfilment of the express or implied conditions of a Contract;
 - 94.2. any specific professional standards relevant to the nature of duties to be performed; and
 - 94.3. fulfilment of any agreed commitments of an Executive Contract Principal and expectations of the Employer.
95. Paragraphs 93 and 94 do not apply to Chief Executive Officers. The matter of performance review for Chief Executive Officers will be at the discretion of the Minister or Chief Minister, as appropriate.

K. MEDICAL EXAMINATION

96. An Executive Contract Principal may be directed by the Employer to attend an examination by a registered medical practitioner(s) or other persons having relevant qualifications where the Employer believes the Executive Contract Principal's efficiency or work performance is affected by an illness or injury.

L. COMPLETION OF A CONTRACT

97. Where an Executive Contract Principal has completed the period specified in a Contract, he or she will be entitled to payment of:
- 97.1. accrued recreation leave in accordance with paragraph 51;
 - 97.2. accrued and pro-rata long service leave in accordance with paragraph 66 or 68;
 - 97.3. payment of reasonable removal and travel expenses in accordance with paragraphs 76 - 78; and
 - 97.4. superannuation benefits where applicable.

M. TERMINATION OR SUSPENSION OF A CONTRACT

Rules of natural justice to apply in all cases

98. For the avoidance of doubt, all action taken by the Employer under this Part will be in accordance with Employment Instruction Number 3 – Natural Justice.

Termination or suspension may be at any time

99. The Employer may at any time terminate a Contract by giving notice in writing to an Executive Contract Principal.
100. The Employer may at any time suspend the employment of an Executive Contract Principal (either with or without pay), by giving notice in writing to an Executive Contract Principal.



Termination for reason of misconduct or illness etc.

101. The Contract of an Executive Contract Principal may be terminated for one or more of the following reasons:
- 101.1. for committing any serious or persistent breach of the express or implied terms or conditions contained in a Contract;
 - 101.2. for having seriously misbehaved, committed serious misconduct or serious neglect in the discharge of his or her duties;
 - 101.3. for bankruptcy or making any arrangements or composition with creditors;
 - 101.4. for refusing a direction to remove a conflict of interest identified in accordance with paragraph 86;
 - 101.5. for the conviction of any criminal offence, other than an offence which, in the opinion of the Employer, does not affect a Contract;
 - 101.6. where the Employer determines the Executive Contract Principal is incapacitated or prevented by illness, injury or accident from discharging a substantive part of his or her duties for the greater period of either of the following:
 - 101.6.1. taking into account any previous period(s) of personal / carer's leave taken for reasons of the illness, injury or accident, a total period of three months in a 12 month period; or
 - 101.6.2. the total period of personal / carer's leave which has accrued and is available under paragraphs 37 and 90.2 of this Determination, subject to a maximum of 52 weeks;
 - 101.7. where the Employer determines the Executive Contract Principal is totally and permanently incapacitated, having regard to any medical or other relevant evidence and the provisions of any superannuation legislation applying to the Executive Contract Principal.

Payment for termination for reason of misconduct or illness etc.

102. Where an Executive Contract Principal receives a notice of termination under paragraph 99 for a reason specified in paragraph 101, he or she will be entitled to payment, as at date of termination, of the following:
- 102.1. accrued recreation leave in accordance with paragraph 51;
 - 102.2. accrued and pro-rata long service leave in accordance with paragraph 66 or 68;
 - 102.3. reasonable removal and travel expenses in accordance with paragraphs 76 - 78; and



102.4. superannuation benefits where applicable.

Payment for termination for other reasons

103. Where an Executive Contract Principal receives notice of termination for a reason other than those specified under paragraph 10101, the Executive Contract Principal will be entitled to payment, as at the date of termination, of:

103.1. accrued recreation leave in accordance with paragraph 511;

103.2. accrued and pro-rata long service leave in accordance with paragraph 66 or 68;

103.3. reasonable removal and travel expenses in accordance with paragraphs 76 - 78;

103.4. an amount calculated in accordance with paragraph 104; and

103.5. superannuation benefits if applicable.

104. For the purposes of sub-paragraph 103.4, the amount paid will be the greater of either sub-paragraphs 104.1 or 104.2, being:

104.1. an amount equal to half the Total Remuneration Package; or

an amount equal to the remuneration that would otherwise have been payable to the Executive Contract Principal during the term of the Contract remaining immediately prior to the termination of the Contract,

whichever is the lesser; or

104.2. where the Executive Contract Principal was an ongoing employee employed in accordance with the statutes specified in paragraph 90:

104.2.1. immediately prior to entering a Contract; or

104.2.2. immediately prior to entering the first of a series of Contracts which, in the opinion of the Commissioner, equates to continuous service;

an amount equal to the remuneration that would otherwise have been payable to the Executive Contract Principal for four weeks (or five weeks in the case of an Executive Contract Principal over the age of 45 years); and

an amount equal to the remuneration that would otherwise have been payable to the Executive Contract Principal for two weeks for each year or part year of continuous service (or deemed continuous service), up to a maximum of 48 weeks.

105. The Executive Contract Principal will be responsible for any and all income tax liability and/or goods and services tax liability in respect of any payment made in accordance with sub-paragraph 103.4.

106. Payment made in accordance with sub-paragraph 103.4 will constitute payment in lieu of remuneration that would otherwise have been payable during a notice period.

Additional provision for cessation of position or office for members of the Commonwealth Superannuation Scheme

107. Despite any provision to the contrary in this Determination, the Employer will not give notice in writing to an Executive Contract Principal, who is a member of the Commonwealth Superannuation Scheme, to terminate a Contract under paragraph 99 on the ground only that an Executive Contract Principal's position or office has ceased or will cease to exist prior to the expiration of a Contract.

Termination at the initiative of the Executive Contract Principal

108. An Executive Contract Principal may, at any time, terminate a Contract by the giving of one months' notice in writing to the Employer.
109. Where a Contract is terminated by an Executive Contract Principal in accordance with paragraph 108, the Executive Contract Principal will be entitled to payment, as at the date of termination, of:
- 109.1. accrued recreation leave in accordance with paragraph 51;
 - 109.2. accrued and pro-rata long service leave in accordance with paragraph 66 or 68;
 - 109.3. reasonable removal and travel expenses in accordance with paragraphs 76 - 78; and
 - 109.4. superannuation benefits where applicable.

N. REVIEW OF DECISION TO TERMINATE OR SUSPEND

110. On receiving notice in writing from the Employer in accordance with the termination and/or suspension provisions of this Determination, an Executive Contract Principal (or former Executive Contract Principal) may:
- 110.1. accept the decision; or
 - 110.2. within five working days of receipt of the notice of termination or suspension, request the Employer to reconsider the decision to terminate a Contract or suspend the employment, and at that time provide any additional information which an Executive Contract Principal wishes to be considered by the Employer.
111. Where an Executive Contract Principal requests the Employer to reconsider the decision in accordance with sub-paragraph 110.2, the Employer will provide to an Executive Contract Principal, within a further two working days, advice in writing of his or her reconsidered decision.
112. Subject to paragraph 115, where an Executive Contract Principal does not accept the reconsidered decision, an Executive Contract Principal may, within



two working days of receipt of that decision, request the Commissioner to review that decision.

113. Within five working days of receiving an Executive Contract Principal's request, the Commissioner will confirm the Employer's decision or recommend to the Employer a course of action appropriate in all of the circumstances (including, if appropriate, continuation of suspension).
114. An Executive Contract Principal will be notified in writing by the Commissioner of his or her decision under paragraph 113.
115. Where the Executive Contract Principal is a Chief Executive Officer at the date of receiving notice under paragraph 99, then the provisions of paragraphs 112 to 11415 will not apply.

O. RE-APPOINTMENT

116. At least six months prior to the expiration of a Contract the Employer and an Executive Contract Principal will discuss whether an Executive Contract Principal will be re-appointed for a further period and, if so, on what terms.
117. The Employer will advise the Executive Contract Principal in writing of his / her decision on reappointment no later than three months prior to the expiry of a Contract.
118. Paragraphs 116 and 117 do not apply to a Contract of a period of 12 months or less.
119. Where the Executive Contract Principal is advised that his / her contract will not be renewed, such advice does not amount to a termination of the Contract under paragraphs 99 to 106. If a Contract is not renewed, the Contract will terminate by operation of the law.
120. In the event that an Executive Contract Principal is entering a further Contract with the Employer on termination or completion of an Executive Contract of Employment, where there is no break in service, the service of an Executive Contract Principal will be recognised under the new contract.
121. Any accrued recreation leave and personal / carer's leave and continuity of service for the purpose of long service leave due to an Executive Contract Principal at the termination or completion of a Contract will be carried forward into any new Contract.
122. In some circumstances completion or termination of a Contract by an Executive Contract Principal may represent voluntary retirement for superannuation purposes, provided that an Executive Contract Principal does not remain in employment in the Northern Territory Public Sector.

P. MISCELLANEOUS

Rules from Time to Time

123. Subject to paragraphs 3 and 4, an Executive Contract Principal will familiarise himself or herself with and abide by any rules, regulations and/or policies of the

Employer or the Northern Territory Public Sector as may be current from time to time.

Independent Advice

124. By the signing of a Contract an Executive Contract Principal confirms that he or she has taken (or has chosen to waive the opportunity to obtain) independent advice as to the implications of a Contract and agrees to be bound by the terms and conditions imposed within a Contract and this Determination.

Continuation of Terms and Conditions

125. Subject to paragraph 74, if an Executive Contract Principal is required to change his or her duties in any way during the term of a Contract, the terms and conditions of this Determination will continue to apply despite the change.

Q. DEFINITIONS

126. In this Determination, unless otherwise stated or the context otherwise indicates:

Accumulation Scheme - has the meaning given in Section 7 of the *Superannuation Guarantee (Administration) Act 1992*, and for the purposes of this Determination does not include the Commonwealth Superannuation Scheme, Northern Territory Government and Public Authorities Superannuation Scheme or the Northern Territory Supplementary Superannuation Scheme;

Act - means the *Public Sector Employment and Management Act 1993*;

Commissioner - means the Commissioner for Public Employment appointed under the Act;

Commissioner of Superannuation - means the Commissioner of Superannuation appointed under the *Superannuation Act 1986 (NT)*;

Contract - means a Contract made pursuant to this Determination and nominated as an Executive Contract of Employment;

Defined Benefit Scheme - for the purpose of this Determination means the following:

- a) Commonwealth Superannuation Scheme;
- b) Northern Territory Government and Public Authorities Superannuation Scheme; and
- c) Northern Territory Supplementary Superannuation Scheme

Employer - unless specifically stated otherwise, means:

- a) in the case of a Chief Executive Officer, the Northern Territory of Australia; and

b) in any other case, the Chief Executive Officer of the relevant Agency.

Employment Benefit(s) - means a non-Salary benefit approved and provided by the Employer in accordance with this Determination, and at the request of an Executive Contract Principal in accordance with a Contract;

Employment Year - means each consecutive 12 month period of service from the date of commencement of a Contract;

Fringe Benefits Tax – means a tax imposed under *Fringe Benefits Tax Assessment Act 1986*;

Month(s) - means a calendar month(s);

Notional Salary – means sixty-five percent (65%) of the Total Remuneration Package;

Salary - means assessable income within the meaning of section 995.1(1) of the *Income Tax Assessment Act 1997*;

Salary Component - means that portion of the Total Remuneration Package which is payable as Salary in accordance with paragraphs 8 and 12 or as adjusted in accordance with paragraph 10;

Total Remuneration Package - means the annual total of the Salary Component and Employment Benefits specified in clause 3 of a Contract to which an Executive Contract Principal is entitled in accordance with paragraph 6, as adjusted from time to time in accordance with paragraph 7; and

Week - means five working days unless otherwise specified.

SCHEDULE 2

For new employees and Executive Contract Principals who accepted the 3 Year Wage Freeze

(Executive Contract Principals who did not agree to the implementation of a three year pay freeze please refer to Schedule 3)

EXECUTIVE CONTRACT PRINCIPAL REMUNERATION

Classification	Range	Total Remuneration Package (22/7/2021) \$ p.a.	Total Remuneration Package 17/8/2023 \$ p.a.	Total Remuneration Package 15/8/2024 \$ p.a.
Principal Level Executive Contract 3		186,795	190,531	194,342
Principal Level Executive Contract 4	Min	192,399	196,247	200,172
	Max	196,247	200,172	204,175
Principal Level Executive Contract 5	Min	197,816	201,772	205,807
	Max	202,594	206,646	210,779
Principal Level Executive Contract 6	Min	203,899	207,977	212,137
	Max	215,529	219,840	224,237
Principal Level Executive Contract 7	Min	216,029	220,350	224,757
	Max	227,285	231,831	236,468

SCHEDULE 3

For Executive Contract Principals subject to a 4 Year Wage Freeze

EXECUTIVE CONTRACT PRINCIPAL REMUNERATION

Designation	Range	Total Remuneration Package \$ p.a.
Principal Level Executive Contract 3		186,795
Principal Level Executive Contract 4	Min	192,399
	Max	196,247
Principal Level Executive Contract 5	Min	197,816
	Max	202,594
Principal Level Executive Contract 6	Min	203,899
	Max	215,529
Principal Level Executive Contract 7	Min	216,029
	Max	227,285

For Executive Contract Principals (ECPs) who did not agree to vary the terms of their existing contract by 22 August 2019:

1. Subject to Clause 2 of this Schedule, the Total Remuneration Package specified in Clause 3 of a Contract shall not be adjusted during the term of the contract;
2. It will be a term and condition of their employment, in respect of any immediately following Executive Contract and any subsequent contracts (should the term of the immediately following contract be less than 4 years), that their Total Remuneration package, as set under the terms of the immediate subsequent contract or subsequent contracts (in accordance with Clause 1 of this schedule) will increase on the 4th year anniversary from the commencement date of the immediately following contract.
3. The increase to the Total Remuneration Package will be equivalent to an amount which returns the ECP to a Total Remuneration Package received by an ECP, at an equivalent designation, as specified in Schedule 2 of this Determination, or its successor Determinations as in force from time to time.

4. For the purposes of this Schedule, the reference to agreement to vary the terms of their existing contracts by 22 August 2019, is a reference to a request made to the ECP by their Chief Executive Officer in respect to implementation of a three year pay freeze.

