

NORTHERN TERRITORY OF AUSTRALIA

*Public Sector Employment and Management Act 1993*

**DETERMINATION NUMBER 1092 OF 2023**  
AND REVOCATION OF DETERMINATION 1034 OF 2005

Araluen Centre for the Arts and Entertainment  
Terms and Conditions of Employment

I, Joanne Norton, Acting Commissioner for Public Employment:

1. in pursuance of section 14(2) of the *Public Sector Employment and Management Act 1992* and with reference to section 43 of the *Interpretation Act*, revoke Determination No. 1034 of 2005;
2. in pursuance of section 34(1)(a) of the *Public Sector Employment and Management Act 1993* (the Act), determine that the classes of duties specified in Schedule 1 may be performed for a fixed period by a person appointed on a temporary basis under section 29 of the Act and known as a Casual Employee;
3. in pursuance of section 34(3) of the Act, I determine that a person may be employed to perform duties for a period not exceeding 5 years; and
4. in pursuance of section 34(4) of the Act, I determine that the terms and conditions of employment shall be as follows:
  - (a) In this Determination, unless otherwise stated or the context otherwise indicates, "Casual Employee" means a person employed under section 29 of the Act as a temporary employee who is;
    - (i) employed as theatre staff at the Araluen Centre for the Arts and Entertainment;
    - (ii) employed and paid by the hour;
    - (iii) the employment may or may not be regular or on fixed days or at fixed hours;
    - (iv) the person works only when required by the employer;
    - (v) there is no continuing contract of employment with the employer requiring the person to work on a subsequent occasion at a specified time; and
    - (vi) the time of ceasing employment may be stipulated at the time of engagement, or on at least one hour's notice of termination being given.

- (b) A Casual Employee will be paid the hourly rate specified in Schedule 2 for ordinary hours of work.
- (c) The hourly rates specified in schedule 2 and schedule 3 shall be further adjusted in accordance with the general salary percentage increases applicable to Physical Level employees as specified in future enterprise agreements.
- (d) As detailed in Regulation 5 of the Public Sector Employment and Management Regulations, Part 7 – Inability of Employee to Discharge Duties and Part 8 – Discipline and sections 57 and 58 of the Act do not apply to or in relation to an Employee employed on a temporary basis.
- (e) With the exception of By-Law 8 – Long Service Leave and By-Law 26 – Northern Territory Allowance, the Public Sector Employment and Management By-Laws do not apply to a Casual Employee.
- (f) Where eligible, a Casual Employee may be paid Northern Territory Allowance, 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

- (g) All Employment Instructions issued by the Commissioner pursuant to section 16 of the Act apply to a Casual Employee with the exception of:

Employment Instruction Number 5 – Medical Incapacity;  
 Employment Instruction Number 6 – Inability to Discharge Duties;  
 Employment Instruction Number 7 – Discipline;  
 Employment Instruction Number 14 – Part-Time Employment.

- (h) A Casual Employee shall not:
  - (i) with the exception of By-Law 8, accrue or be entitled to utilise paid leave;
  - (ii) be eligible for incremental adjustment to their salary; or
  - (iii) receive payment for public holidays not worked.
- (i) The following special conditions shall apply to a Casual Employee:
  - (i) The ordinary hours of work will be a minimum of four consecutive hours per day.

- (ii) Ordinary hours may be worked on any of the days, Monday through to and including Sunday, between the hours of 7.00am and 12 midnight.
  - (iii) Where ordinary hours are worked on a Sunday payment will be at the rate of double time, with a minimum payment of four hours.
  - (iv) Where work is commenced on a Saturday and continues, without a break on the Sunday, the minimum four hour payment for work performed on a Sunday, as prescribed in (iii) shall not apply.
  - (v) For all work performed between 12 midnight and 7.00am overtime is payable at the rate of double time.
- (j) Overtime will be paid at the hourly rate specified in Schedule 3 and will be calculated to the nearest quarter of an hour.
- (k) For all ordinary hours of work and overtime performed on a Public Holiday, payment will be at the rate of double time at the relevant hourly rate, with a minimum payment for four hours.
- (l) Where hours worked are in excess of eight hours per day overtime will be paid at the rate of time and a half for the first two hours and double time thereafter.
- (m) Where hours worked are more than thirty-eight hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all hours in excess of thirty-eight, time and a half for the first four hours and double time thereafter.
- (n) An employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of ten hours the employee will be paid at the rate of double time until the employee is released from duty for such period.

This determination shall have effect as if it had been signed on 11 September 2003.

This determination shall cease to have effect on the nominal expiry of the *Northern Territory 2021 – 2025 Public Sector Enterprise Agreement*, or upon the commencement of a new Agreement, whichever is the later.

Dated

23 October 2023



ADJ. PROFESSOR JOANNE NORTON  
Acting Commissioner for Public Employment

**SCHEDULE 1**  
Theatrical Employee

LEVEL A	LEVEL B	LEVEL C	LEVEL D
Usher Loader Program/Merchandise Seller	Mechanist Electrician Flyman Follow Spot Operator Wardrobe Assistant Props Assistant Assistant Stage Manager Lighting/Audio Operator Box Office Staff Projection Assistant	Duty Technician Lighting/Audio Desk Operator	Projectionist

**SCHEDULE 2**

**CASUAL HOURLY RATE FOR ORDINARY HOURS OF WORK**

<b>Salary Rates Effective:</b>	<b>20.08.20</b>
	\$ PER HOUR
Theatrical Employee Level A	26.68
Theatrical Employee Level B	27.97
Theatrical Employee Level C	30.61
Theatrical Employee Level D	31.93

**SCHEDULE 3**

**CASUAL HOURLY RATE FOR OVERTIME**

<b>Salary Rates Effective:</b>	<b>20.08.20</b>
	\$ PER HOUR
Theatrical Employee Level A	21.34
Theatrical Employee Level B	22.37
Theatrical Employee Level C	24.49
Theatrical Employee Level D	25.54

**NORTHERN TERRITORY OF AUSTRALIA**

**NORTHERN TERRITORY PUBLIC SECTOR**

**EMPLOYMENT CONTRACT**

**(Casual Employee)**

This Contract of Employment is made on the

**«Print Date»**

between

**The Commissioner for Public  
Employment  
("the Employer")**

**«Agency»**

**«Agency Address»**

(show address for service of notices, i.e. physical

Location)

and

**«First Name» «Last  
Name»**

(“the Employee”)

**AGS NO. « AGS»**

**«Res Address Line 1»**

**«Res Address Line 2»**

**«RES TOWN CITY» «RES STATE» «RES POST CODE»**

## **Employment**

1. The designation to which the Employee is employed is Theatrical Employee Level \_\_\_\_\_.
2. The period of this Contract is the period commencing on the «**Vac start date**» and ends on «**Vac end date**», unless sooner terminated.

## **Remuneration**

3. Subject to the terms and conditions of this Contract, the Employee shall be entitled to an hourly salary rate of \_\_\_\_\_.

## **Duties of Employee**

4. The Employee shall carry out 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 Schedule 1 of Determination No. 1092 of 2023 of the Employer, pursuant to section 34(4) 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 is 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) in the case of delivery in person, or by post, when delivered; or
  - ii) in the case of a facsimile transmission, on receipt by the sender of a written communication transmission report from the sending facsimile machine indicating successful transmission to the recipient's facsimile number, provided that if the time of dispatch is not before 4.00PM on a day on which business is generally carried on in the place to which such communication is sent, it shall be deemed to have been received at the commencement of business on the next day on which business is generally carried out in that place;

to that party to which such communication is required or permitted or to be given under this Contract addressed to its address as shown in this Contract or at such address as the relevant addressee may specify for such purpose to the others by notice in writing.

(b) A written communication transmission includes a notice by facsimile transmission.

**SIGNATURES**

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

SIGNED BY:

.....  
Name of Employer/ Delegate  
Delegate

.....  
Signature of Employer /

On

.....  
(date)

SIGNED BY:

\_\_\_\_\_  
«First Name» «Last Name»

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

On

.....  
(date)

