

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act

REVOCATION OF DETERMINATION 11 OF 1996

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 11 of 1996.

DETERMINATION NUMBER 7 OF 2011

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 *2011 – 2013 Power and Water Corporation Enterprise Agreement – Working Together to Meet the Challenge* and its successors 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(4) of the Act, determine that the terms and conditions to apply to and in relation to the employment as a casual employee in the Power and Water Corporation shall be as follows:
 - (a) The employee is employed by the hour with a minimum 3 hours work on any one day;
 - (b) The employee shall be paid at the hourly rate calculated in accordance with paragraph (f) below;
 - (c) 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);
 - (d) There is no continuing contract of employment with the employer requiring the employee to work on a subsequent occasion at a specified time;
 - (e) Employment may be terminated by the Managing Director on the giving of one hour's notice;

- (f) Payment will be at the appropriate hourly rate of pay relevant to the classification assigned and, in addition, the employee will be paid 20% of that hourly rate as a casual loading in lieu of all paid leave and public holidays not worked, and to compensate for the nature of casual employment;
- (g) Except in the case of overtime payments, the 20% casual loading will not be included as base pay for the purposes of calculating penalty payments;
- (h) A casual employee will not be required or permitted to work more than 40 consecutive days;
- (i) An employee employed on a casual basis for a total of 100 days in one calendar year will be entitled to elect to be employed on a part-time basis;
- (j) 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;
- (k) With the exception of By-Law 26, the *Public Sector Employment and Management By-Laws* do not apply;
- (l) 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:

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

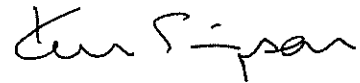
Where; A = hours worked per week
 B = standard hours of full-time work per week
 C = annual rate of Northern Territory Allowance

- (m) 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.
- (n) 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 MARCH

2011



KEN SIMPSON
Commissioner for Public Employment

NORTHERN TERRITORY OF AUSTRALIA

**NORTHERN TERRITORY PUBLIC SECTOR
EMPLOYMENT CONTRACT**

(Casual Employees – Power and Water Corporation)

This Contract of Employment is made on the

..... day of20.....

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 classification 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 Managing Director.

Terms and Conditions

5. The terms and conditions of this Contract are set out in Determination No. 7 of 2011 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)