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 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 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: ________________________________ ________________________________
               (print name)                             (signature of Employer / Delegate)

On [date] / /

pursuant to section 25 of the
Public Sector Employment and
Management Act, in the presence of:

______________________________ ________________________________
               (print name)                             (signature of witness)

SIGNED BY: ________________________________ ________________________________
               (print name)                             (signature of Employee)

On [date] / /

in the presence of:

______________________________ ________________________________
               (print name)                             (signature of witness)