

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act

REVOCATION OF DETERMINATION NUMBER 4 OF 2009

I, GRAHAM DOUGLAS SYMONS, 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 of the *Interpretation Act*, revoke Determination Number 4 of 2009.

DETERMINATION NUMBER 3 OF 2012

CASUAL EMPLOYMENT

I, GRAHAM DOUGLAS SYMONS, the Commissioner for Public Employment:

1. in pursuance of section 34A(1)(a) of the *Public Sector Employment and Management Act* (the Act), determine that the duties specified in the Schedule may be performed by a person employed on a casual basis under section 29(3)(c) of the Act (a casual employee);
2. in pursuance of section 34A(3) of the Act, determine that the terms and conditions to apply to and in relation to the employment as a casual employee are as follows:
 - (a) The employee is employed and paid by the hour as per the applicable Award.
 - (b) 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).
 - (c) There is no continuing contract of employment with the employer requiring the employee to work on a subsequent occasion at a specified time.
 - (d) The time of ceasing employment may be stipulated at the time of engagement or on at least one hour's notice of cessation of the period of employment being given.
 - (e) Payment will be at the appropriate hourly rate of pay relevant to the designation assigned and, in addition, the employee will be paid 20% of that hourly rate as a casual loading, unless stipulated otherwise in the applicable Award.

- (f) As detailed in Schedule 1 of the Public Sector Employment and Management Regulations, Parts 7 and 8 and section 59A of the Act do not apply.
- (g) With the exception of By-Law 26, Northern Territory Allowance, the Public Sector Employment and Management By-Laws do not apply.
- (h) 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

- (i) The Employment Instructions apply with the exception of:
 - (i) Employment Instruction Number 6 – Employee Performance and Inability; and
 - (ii) Employment Instruction Number 7 – Discipline.
- (j) 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.

This Determination is effective on and from 1 January 2012.

Dated 13 January 2012



GRAHAM SYMONS
 Commissioner for Public Employment

SCHEDULE

Duties performed by employees holding designations contained in the following Enterprise Agreements and their successor agreements as in force from time to time:

Northern Territory Public Sector 2010 - 2013 Enterprise Agreement

Darwin Port Corporation (Northern Territory Public Sector) 2008 – 2011 Union Collective Agreement

Darwin Port Corporation Marine Pilots' 2011 - 2014 Enterprise Agreement

Northern Territory Public Sector Fire and Rescue Service 2011 - 2013 Enterprise Agreement

Medical Officers Northern Territory Public Sector Enterprise Agreement 2011 - 2013

Northern Territory Public Sector Teacher and Educator 2010 - 2013 Enterprise Agreement

Northern Territory Public Sector Nurses and Midwives' 2011 - 2014 Enterprise Agreement

Prison Officer (Northern Territory Public Sector) 2008 - 2011 Union Collective Agreement

Dental Officers (Northern Territory Public Sector) 2008 - 2011 Agreement



NORTHERN TERRITORY OF AUSTRALIA
NORTHERN TERRITORY PUBLIC SECTOR
EMPLOYMENT CONTRACT
(Casual Employee)

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)



Employment

1. The designation to which the Employee is employed 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 Chief Executive Officer.

Terms and Conditions

5. The terms and conditions of this Contract are set out in Determination Number 3 of 2012 of the Employer pursuant to section 34A(3) 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 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



- (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:)
 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
(Casual Employee)
(Multiple Employment Arrangement)

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)



Employment

1. The designation to which the Employee is employed 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 Chief Executive Officer.

Terms and Conditions

5. The terms and conditions of this Contract are set out in Determination Number 3 of 2012 of the Employer pursuant to section 34A(3) of the *Public Sector Employment and Management Act*.

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*, 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:)
 SIGNED BY:)
)
 _____) _____
 (print name) (signature of Employer / Delegate)

On [date] / /

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

On [date] / /

