



NORTHERN TERRITORY OF AUSTRALIA REMUNERATION TRIBUNAL

REPORT AND DETERMINATION No. 2 of 2021

ENTITLEMENTS FOR ELECTORATE OFFICE STAFF OF MEMBERS OF THE LEGISLATIVE ASSEMBLY – PARENTAL LEAVE AND RELIEF ARRANGEMENTS

Introduction

1. On 10 September 2021, the Administrator of the Northern Territory, Her Honour the Honourable Vicki Susan O'Halloran AO, issued the following request to the Remuneration Tribunal:

“as mentioned in section 4(1) of the *Assembly Members and Statutory Officers (Remuneration and Other Entitlements) Act 2006* (the Act), and with reference to regulation 3(2)(e) of the *Assembly Members and Statutory Officers (Remuneration and Other Entitlements) Regulations 2009*, request the Remuneration Tribunal to inquire into and determine, within one month from the date of request, the entitlements of staff in an office established or maintained in an Assembly Member's electorate in relation to maternity and paternity leave and relief arrangements.”
2. The resulting Report and Determination must be tabled in the Legislative Assembly within six sitting days of receipt by the Minister.

Powers of the Remuneration Tribunal

3. The powers of the Remuneration Tribunal, in respect of determining entitlements of Assembly Members' staff, are set out in section 4(1) of the Act and Regulation 3(2)(e). The relevant sections of the Act and Regulation are set out below:

4 Tribunal's Powers except for basic salary or additional salary of office

- (1) The Tribunal must, on the Administrator's request, inquire into, or inquire into and determine, an entitlement (other than the basic salary or additional salary of office) of an Assembly Member for:
 - (a) performing the functions of an Assembly Member; or
 - (b) performing a function for the Assembly; or
 - (c) holding or occupying any of the following offices:
 - (i) the Speaker of the Assembly;
 - (ii) the Leader of the Opposition;
 - (iii) any other office in the Assembly;
 - (iv) a Minister;
 - (v) a Member of the Executive Council.
- (1B) Without limiting subsection (1), the Tribunal may, under the request, inquire into, or inquire into and determine, other entitlements, including, for example, the following:
 - (a) an entitlement for establishing or maintaining offices for an Assembly Member, including:
 - (i) the provision of staff and equipment for the offices; and
 - (ii) the payment or reimbursement of amounts to cover expenses incurred in relation to the offices;
 - (b) an entitlement for official travel undertaken by:
 - (i) an Assembly Member; and
 - (ii) a person who, under a determination, may accompany an Assembly Member for the travel;
 - (c) the provision of a motor vehicle to an Assembly Member;
 - (d) an entitlement relating to childcare services required because of the performance of official functions by an Assembly Member.

4A Report following Inquiry

- (1) The Tribunal must prepare a report for each inquiry conducted under section 3A, 4 or 4AA.
- (2) However, if inquiries are conducted together under any of the following provisions, the Tribunal need only prepare one report for those inquiries:
 - (a) section 3A;
 - (b) section 4;
 - (c) section 4AA.
- (3) The report:
 - (a) if the Tribunal is requested to inquire into and determine an amount of salary or entitlement - must include a determination of the amount of salary or entitlement; or
 - (b) otherwise - may include recommendations on the entitlement to which the inquiry relates.
- (4) The Tribunal must give the Administrator and Minister a copy of the report as soon as practicable after it is made.
- (5) The Minister must table a copy of the report in the Assembly within six sitting days after receiving it.

Regulation 3 Exceptions to Tribunal's power for Assembly member entitlements

- (1) For section 4(1C) of the Act, the Tribunal does not have power to inquire into, or inquire into and determine, an entitlement for the provision of office accommodation, furniture and equipment and staff to a Minister, the Speaker of the Assembly, the Leader of the Opposition or an independent Assembly member.
- (2) However, sub regulation (1) does not affect the Tribunal's powers relating to entitlements for establishing or maintaining an office in an Assembly member's electorate, including the following in relation to the office:
 - (a) office space;
 - (b) furniture and equipment;
 - (c) parking spaces;
 - (d) cleaning and utility services;
 - (e) staff, including number, salary, allowances and conditions of employment;
 - (f) travel and travel costs for the staff, including arrangements for the use of private vehicles.
- (3) In this regulation:
furniture and equipment includes a photocopier, communications and information technology and associated equipment.

Parental Leave

4. Determination No. 1 of 2021 details the conditions of employment for Electorate Office staff of Members of the Legislative Assembly, including leave provisions, which is covered in Clause 21. These provisions omitted parental leave and a number of submissions have been made to the Tribunal to include Parental Leave in the Determination.
5. The Tribunal has considered this request, and has agreed to include similar arrangements for parental leave for staff of Electorate Offices, as that which is provided to NTPS employees.

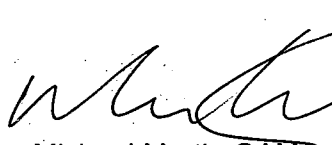
Relief Arrangements

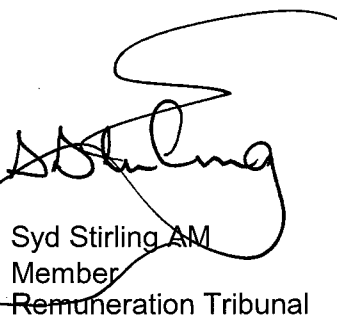
6. Determination No. 1 of 2021 does not refer to relief arrangements where Electorate Office staff proceed on leave. A provision for relief arrangements has been considered by the Tribunal, which agrees that there should be relief arrangements for staff of Electorate Offices.

Date of Effect

7. The date of effect of Determination No. 2 of 2021 will be 1 July 2021, which is similar to the date of effect of Determination No. 1 of 2021.

Dated 20 September 2021


Michael Martin OAM
Chairperson
Remuneration Tribunal


Syd Stirling AM
Member
Remuneration Tribunal


Gary Higgins
Member
Remuneration Tribunal



NORTHERN TERRITORY OF AUSTRALIA REMUNERATION TRIBUNAL

*Assembly Members and Statutory Officers (Remuneration and Other Entitlements)
Act 2006*

DETERMINATION OF ENTITLEMENTS FOR ELECTORATE OFFICE STAFF OF MEMBERS OF THE LEGISLATIVE ASSEMBLY – PARENTAL LEAVE AND RELIEF ARRANGEMENTS

Under section 4(1) of the *Assembly Members and Statutory Officers (Remuneration and Other Entitlements) Act 2006*, and with reference to regulation 3(2)(e) of the *Assembly Members and Statutory Officers (Remuneration and Other entitlements) Regulations 2009*, the Tribunal makes the following determination in relation to Electorate Officers, Assistant Electorate Officers and Liaison Officers (referred to collectively as “**Electorate Office staff**”) of Members of the Legislative Assembly:

Parental Leave

1. All Electorate Office staff are entitled to maternity and paternity leave arrangements in accordance with the Parental Leave clause in the relevant Enterprise Agreement relating to Administrative Officers in the Northern Territory Public Sector (currently Clause 37 of the *Northern Territory Public Sector 2017 – 2021 Enterprise Agreement*).

Relief Arrangements

2. Electorate Offices are entitled to relief arrangements for Electorate Office staff to cover periods during which Electorate Office staff are on leave.
3. During relief arrangements, casual rates for Electorate Office staff are specified in Schedule 1.
4. Casual contracts for relief arrangements for Assistant Electorate Officers and Liaison Officers are provided in Annexure A and B of this Determination. The casual contract for Electorate Officers is provided in *Report and Determination No. 1 of 2021 – Entitlements of Salary, Entitlements and Conditions of Employment for Electorate Office Staff of Members of the Legislative Assembly*.

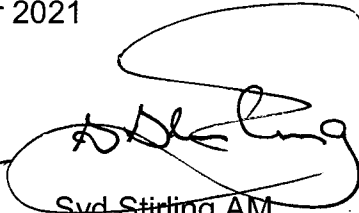
General

5. This Determination is effective from 1 July 2021.

Dated 20 September 2021



Michael Martin OAM
Chairperson
Remuneration Tribunal



Syd Stirling AM
Member
Remuneration Tribunal



Gary Higgins
Member
Remuneration Tribunal

SCHEDULE 1

ELECTORATE OFFICERS

Casual Rate of Pay

1. Salary	\$84,297
2. Base Hourly Rate	\$42.52
3. 25% Casual Loading	\$10.63
4. Total Hourly Rate	\$53.15

ASSISTANT ELECTORATE OFFICERS

Casual Rate of Pay

1. Salary	\$76,938
2. Base Hourly Rate	\$38.81
3. 25% Casual Loading	\$9.70
4. Total Hourly Rate	\$48.51

LIAISON OFFICERS

Casual Rate of Pay

1. Salary	\$76,938
2. Base Hourly Rate	\$38.81
3. 25% Casual Loading	\$9.70
4. Total Hourly Rate	\$48.51

ANNEXURE A

**ASSISTANT ELECTORATE OFFICER
CASUAL CONTRACT OF EMPLOYMENT**

ASSISTANT ELECTORATE OFFICER CASUAL CONTRACT OF EMPLOYMENT

Executed pursuant to a delegation under the
Contracts Act 1978 (NT)

This **CONTRACT OF EMPLOYMENT** is made on the

..... day of 20....

between

The Northern Territory of Australia

("the Employer")

GPO Box 3721
DARWIN NT 0801

(address for service of notices)

and

.....
("the Employee")

.....
(show address for service of notices)

Employment

1. The Employee is employed as an Assistant Electorate Officer for the [Choose an item.](#) **(the Member)**
2. The Employee is employed on a casual basis and there is no guarantee of ongoing or regular work or employment.
3. There is no continuing contract of employment with the Employer requiring the Employee to work on a subsequent occasion at a specified time.
4. The period of this contract commences on [Click or tap to enter a date.](#) and ends on [Click or tap to enter a date.](#), unless terminated sooner in accordance with the terms of this Contract.

Remuneration

5. Subject to the terms and conditions of this Contract, the Employee will be paid at the base rate of \$38.81 per hour plus a 25% casual loading or \$9.70 per hour. The total hourly rate is \$48.51 per hour.

Duties of Employee

6. The Employee shall carry out duties from time to time assigned to the Employee by the Member or the Employer.

Terms and Conditions

7. The terms and conditions of this Contract are set out in the Tribunal's Determination of Entitlements of Salary, Allowances and Conditions of Employment for Electorate Office Staff.

General Provisions

8. 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.
9. This Contract is governed by the law of the Northern Territory of Australia and is deemed to have been made in the Northern Territory of Australia.
10. All notices, approvals, consents, demands or other communications ("Notices") required or permitted to be given under this Contract must be in writing, and signed by a person duly authorised by the sender and served:
 - (a) personally; or
 - (b) by email; or

(c) by pre-paid certified post to the recipient's address for the service of notices specified by the recipient, as varied by any notice given by the recipient to the sender.

11. Notices are deemed to be given by the sender and received by the recipient, if:

(a) given by delivery in person, when delivered to the recipient;

(b) sent by mail, on the second business day from and including the date of posting; or

(c) if sent by email, when the email is received at the specified email address; however

(d) if the delivery, receipt or transmission is not on a business day or is after 4.00pm (recipient's time) on a business day, the Notice is taken to be received at 9.00am on the next business day.

SIGNATURES

SIGNED by _____)
CHIEF EXECUTIVE OFFICER OF THE)
DEPARTMENT OF THE LEGISLATIVE)
ASSEMBLY)
for and on behalf of the Northern Territory of)
Australia pursuant to a delegation under the)
Contracts Act 1978)

Signature of Employer / Delegate

Date

SIGNED by _____)
(print name))

Signature

Date

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between

The Northern Territory of Australia

("the Employer")

GPO Box 3721
DARWIN NT 0801

(address for service of notices)

and

.....
("the Employee")

.....
(show address for service of notices)

Employment

1. The Employee is employed as a Liaison Officer for the [Choose an item.](#) **(the Member)**
2. The Employee is employed on a casual basis and there is no guarantee of ongoing or regular work or employment.
3. There is no continuing contract of employment with the Employer requiring the Employee to work on a subsequent occasion at a specified time.
4. The period of this contract commences on [Click or tap to enter a date.](#) and ends on [Click or tap to enter a date.](#), unless terminated sooner in accordance with the terms of this Contract.

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 ASSEMBLY)
 for and on behalf of the Northern Territory of)
 Australia pursuant to a delegation under the)
Contracts Act 1978)

 Signature of Employer / Delegate

 Date

SIGNED by _____)
 (print name))

 Signature

 Date