



NORTHERN TERRITORY OF AUSTRALIA
REMUNERATION TRIBUNAL

REPORT AND DETERMINATION

No. 1 of 2022

SALARIES AND OTHER ENTITLEMENTS
OF ASSEMBLY MEMBERS

REMUNERATION TRIBUNAL REPORT AND DETERMINATION NO. 1 OF 2022

ENTITLEMENTS OF ASSEMBLY MEMBERS

Introduction

1. On 12 December 2018, the Administrator of the Northern Territory, Her Honour the Honourable Vicki Susan O'Halloran AO, issued the following request to the Remuneration Tribunal:
 - (a) as mentioned in section 3A(1) of the *Assembly Members and Statutory Officers (Remuneration and Other Entitlements) Act 2006* (the Act) request the Remuneration Tribunal to, on or before 31 October each year, inquire into and determine:
 - (i) the amount of basic salary; and
 - (ii) the amount of additional salary of office and the offices in respect of which additional salary of office is to be paid; and
 - (iii) the basis on which the amounts mentioned in subparagraphs (i) and (ii) have been or should be determined; and
 - (b) as mentioned in section 4(1) of the Act, request the Remuneration Tribunal to, on or before 31 October of each year, inquire into and determine an entitlement (other than basic salary or additional salary of office) of an Assembly Member for:
 - (i) performing the functions of an Assembly Member; or
 - (ii) performing a function for the Assembly; or
 - (iii) holding or occupying any of the offices mentioned in section 4(1)(c) of the Act; and
 - (c) as mentioned in section 4AA of the Act, request the Remuneration Tribunal to, on or before 31 October of each year, inquire into and determine an entitlement for a person who ceases to hold office as an Assembly Member as mentioned in that section.
2. The resulting Report and Determination must be tabled in the Legislative Assembly within six sitting days of receipt by the Minister.
3. Entitlement were reviewed and last determined on 29 October 201 which took effect from 1 January 2022.
4. This Report and Determination completes this review.

Powers of the Remuneration Tribunal

5. The powers of the Remuneration Tribunal in respect of determining entitlements for Assembly Members are set out in sections 3(A), 4, 4AA, 4AB and 4A of the Act and Regulation 3. The relevant sections are set out below:

3A Remuneration Tribunal's power in relation to salaries

- (1) *The Remuneration Tribunal must, on the Administrator's request, inquire into and determine the following:*
 - (a) *the amount of basic salary;*
 - (b) *the amount of additional salary of office and the offices in respect of which additional salary of office is to be paid;*
 - (c) *the basis on which the amounts mentioned in paragraphs (a) and (b) have been or should be determined.*

- (2) A request under subsection (1) may relate to:
- (a) an inquiry for a specified time; or
 - (b) inquiries for specified intervals.

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

- (1) The Remuneration 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 Remuneration 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 child care services required because of the performance of official functions by an Assembly Member.

4AA Remuneration Tribunal's power in relation to former Assembly Member

The Remuneration Tribunal must also, on the Administrator's request, inquire into, or inquire into and determine, an entitlement for a person (a former Member) who, after the commencement of this section, ceases to hold office as an Assembly Member; and

- (a) who was first elected as an Assembly Member at the general election held in 2005 or a later election; and
- (b) who is not, after ceasing to be an Assembly Member, entitled to receive payment of a pension or superannuation benefit related to the former member's office as an Assembly Member.

4AB Circumstances of disentitlement

A former Member is not entitled to receive an entitlement mentioned in section 4AA in any of the following circumstances:

- (a) the former Member has, under section 21(2) of the Northern Territory (Self- Government) Act 1978 (Cth), vacated office as an Assembly Member because section 21(1)(c) of that Act applies to the former member;
- (b) the former Member retires from office as an Assembly Member to be a candidate for another seat in the Assembly, or in any other Australian parliament, and is elected to the other seat.

4A Report following inquiry

- (1) *The Remuneration 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 Remuneration Tribunal need only prepare one report for those inquiries:*
 - (a) *section 3A;*
 - (b) *section 4;*
 - (c) *section 4AA.*
- (3) *The report:*
 - (a) *if the Remuneration 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 Remuneration 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 6 sitting days after receiving it.*

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

- (1) *For section 4(1C) of the Act, the Remuneration 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 Remuneration Tribunal's powers relating to the 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.*

Conduct of this Inquiry

6. On 5 March 2022, an advertisement was placed in the NT News to announce the inquiry and to invite submissions. On the 25 February 2022, individual letters were sent to all Assembly Members, the Chief Executive Officer of the Department Chief Minister and Cabinet, Under Treasurer, Commissioner of Public Employment, and the Auditor-General.
7. The Remuneration Tribunal received 11 submissions and met with the Chief Minister's Office, the Leader of the Opposition, the Chief Executive of the Department of the Chief Minister and Cabinet, the Under Treasurer, the Commissioner for Public Employment, the Director of NT Fleet, as well as a number of Members.

8. The Remuneration Tribunal has carefully considered all representations and advice it has received. The Remuneration Tribunal invited and met with available Assembly Members and Electorate Office staff during the period of the Inquiry.
9. The Remuneration Tribunal notes the challenge in drawing a balance between community expectations in relation to Members' remuneration and entitlements, against the need to attract well-qualified candidates to represent the people of the Northern Territory in the Parliament and manage the affairs of the Territory as Parliamentarians and Office Holders. The Remuneration Tribunal is independent and must provide a fair and impartial determination which is in the long term interest of the Northern Territory.

Basic Salary for Assembly Member

10. During the 2019 Inquiry, the NT Government requested the Remuneration Tribunal to introduce a three year freeze on Members' basic salary. The Remuneration Tribunal maintained the Member's basic salary without an increase in the last three inquiries, having regard to the Territory's fiscal position, as well as the support among the majority of Members who communicated with the Remuneration Tribunal.
11. The Remuneration Tribunal has taken into account the Government's actions in regards to pay increases for NT Public Servants, and notes that bonuses amounting to \$6000 have been paid to NT Public Servants since the last Inquiry. The Remuneration Tribunal is also aware that a continued pay freeze of Members basic salary will place them in the lowest rank of politicians in Australia. Therefore, the Remuneration Tribunal has increased the basic salary by \$3000 which will place them on the 6th level of politicians in Australia as shown by the following table:

• Victoria	\$192 115
• South Australia	\$178 507
• Australia Capital Territory	\$177 100
• New South Wales	\$172 576
• Queensland	\$165 956
• Northern Territory	\$165 696
• Tasmania	\$164 382
• Western Australia	\$161 868

The Remuneration Tribunal is aware of the recent change in the Northern Territory Government's wages policy, and future outcomes will be considered by the Remuneration Tribunal in its next Inquiry.

Travel

12. Previous Determinations have included definitions of partner and nominee who may travel with Members. This has created confusion when interpreting entitlements when the member travels as an MLA. Subsequently the Remuneration Tribunal has agreed to use "nominee" for a person that travels with a Member. A Nominee will still include partner of a Member, as well as close relatives as defined in the Determination. The Determination also now clarifies that when Ministers and Leader of the Opposition, travel in their role as office holders, travel entitlements are not covered by the Determination.
13. A minor change has been made in section 5.7(c) to allow Members to use a hire car and ride share in prescribed circumstances.

14. The Remuneration Tribunal has clarified that travel entitlements by nominees is not available when the Member attends Legislative Assembly meetings other than the entitlement in clause 5.15 which allows Members outside of Darwin to have a nominee travel at Government expense twice a year.
15. The Remuneration Tribunal has increased the number of combined trips for the Deputy Leader of the Opposition and Shadow Ministers within the Northern Territory from 30 to 40 each calendar year.

Electorate Allowances

16. The Remuneration Tribunal has received a number of submissions on Electorate Allowances and has decided to conduct a comprehensive review of these allowances next year to ensure the electorate allowances are appropriate and equitable.

Staff in Electorate Offices

17. Salary allowances and other entitlements for staff employed in electorate offices are now included in this Determination.
18. There have been a number of requests by Members and staff of electorate offices as well as the Department of the Legislative Assembly and these have been considered by the Remuneration Tribunal and discussed with the Clerk, Members and staff who were available. One of the major issues is the limited accumulation of hours for Assistant Electorate Officers. Prior to Determination 1 of 2021, Members could accumulate Electorate Assistant hours across a three month period. In 2021, Electorate Assistant hours were doubled from 8 to 16 hours per week and, the accumulation period was limited to two weeks. This approach meant that time sheets were no longer required, and the Northern Territory payroll system would be able to handle the regular fortnightly payment. The Remuneration Tribunal considers that 32 hours per fortnight is administratively easier to monitor and allows Members to be assisted by staff on a regular basis. If the accumulation period is extended to four weeks, (i.e., 64 hours) this may impose overtime and in addition accumulation will require timesheets, which Members and Staff previously asked to be removed.
19. A number of other changes have been made to Clause 12 covering staff of Electorate Offices. These changes were requested by the Clerk and his staff.

Salary of Staff in Electorate Offices

20. The Remuneration Tribunal considered whether the NT Public Servants pay freeze could be applied to these staff and found that such a freeze could result in their salary level becoming uncompetitive.
21. The Remuneration Tribunal notes the \$6000 bonus paid to the NT Public Servants since the last Inquiry and acknowledges that the base salary has not changed. The Remuneration Tribunal also notes that the NT Government has recently announced a 2% compounding pay rise for NT Public Servants and this will be taken into account in the next inquiry. The Remuneration Tribunal has increased each electorate office salary increment by \$3000 per year from 1 January 2023.

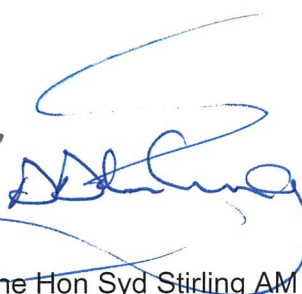
General

22. There have been a number of other minor changes in the wording of some entitlements which are for clarification and have no substantive effect on the Members' entitlements.
23. The entitlements in the Determination take effect on 1 January 2023.


Dated 28 October 2022



Mr Michael Martin OAM
Chairperson
Remuneration Tribunal



The Hon Syd Stirling AM
Member
Remuneration Tribunal



Mr Gary Higgins
Member
Remuneration Tribunal



NORTHERN TERRITORY OF AUSTRALIA REMUNERATION TRIBUNAL

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

DETERMINATION OF SALARIES AND OTHER ENTITLEMENTS OF ASSEMBLY MEMBERS

DETERMINATION NO. 1 OF 2022

Under section 3A, 4 and 4AA of the *Assembly Members and Statutory Officers (Remuneration and Other Entitlements) Act 2006*, the Tribunal determines as follows:

1. DEFINITIONS

1.1 In this Determination:

‘accompanying person’ means nominee or dependent children and that person need not necessarily travel with the Assembly Member.

‘Accountable Officer’ means the Accountable Officer for the Agency incurring expense under this Determination.

‘additional salary of office’ means salary paid to an Assembly Member, in addition to basic salary, because the member holds or occupies a prescribed office.

‘Assembly’ means the Legislative Assembly.

‘Assembly Committee’, for the purpose of payment of Travelling Allowance, means one established by the Assembly.

‘Assembly Member’ means a Member of the Northern Territory Legislative Assembly.

‘basic salary’ means salary paid to an Assembly Member for their role as an Assembly Member.

Note for definition of basic salary: An Assembly Member may also be paid other salary because, for example, the Assembly Member holds or occupies a certain office, including that of a Minister.

‘capital city’ means locations within a radius of:

- (a) 10 kilometres from the general post office of a capital city; or
- (b) 5 kilometres from the major airport servicing a capital city

‘Clerk’ means the Clerk of the Legislative Assembly.

‘commercial accommodation’ means accommodation in a commercial establishment such as a hotel, motel or serviced apartment or similar.

‘Darwin’ means the Total Darwin Statistical Division and the Litchfield Shire Sub-Division as prescribed by the Australian Bureau of Statistics.

‘dependent child’ means a dependent child under 16 years of age or a dependent full-time student less than 25 years of age.

‘dependent full-time student’ means one whose income from all sources is less than the minimum adult wage.

‘home base’ for an Assembly Member means:

- (a) a place of residence of the Member nominated by the Member to the Clerk; or
- (b) if the Member has not nominated a place, the principal place of residence of the Member.

‘Legislative Assembly Meetings’ means any Legislative Assembly Sittings, and meetings of the Estimates Committee, Select Committees, Standing Committees and Sessional Committees.

‘Legislative Assembly Sittings’ means a series of Sitting days, as defined in Standing Order 2.

‘Member’ means a Member of the Northern Territory Legislative Assembly.

‘nominee’ means a close relative (partner, parent, son, daughter or dependent child, brother or sister) nominated to the Speaker to receive travel privileges available to the nominee of a Member for the life of an Assembly. The Speaker may at their discretion, in special circumstances and at the request of a Member, approve the nominee of that Member to be a person other than the nominee or close relative of the Member.

‘NT Public Service Hours’ means 8:30am to 4:00pm, Monday to Friday.

‘Office Holder’ means:

- (a) Speaker of the Assembly;
- (b) Leader of the Opposition;
- (c) any other Office in the Assembly; and
- (d) a Minister.

‘partner’ means spouse or defacto partner, (different sex or same sex).

‘Scrutiny Committee’ means all Standing, Sessional or Select committees of the Legislative Assembly except for the House, Privileges, Standing Orders and Members’ Interests committees and other committees established by the Assembly.

‘services as a Member’ and **‘official business’** cover all matters of relevance or interest to Northern Territory electors.

‘Shadow Minister’ in relation to the granting of entitlements means a Member duly accredited as such in a schedule provided to the Speaker by the Leader of the Opposition.

‘travel expense reimbursement’ is an amount payable to a Member to defray reasonable costs incurred by them during travel at NT Government expense that includes at least one overnight stay, for one or more of the following:

- (a) accommodation;
- (b) meals;
- (c) incidental expenses; or
- (d) hire cars, taxis and ferries

‘Travelling Allowance’ means an amount payable to a Member to offset personal costs they, or any person authorised to travel as an accompanying person, may incur during travel at NT Government expense.

‘Tribunal’ means Remuneration Tribunal established by section 17 of the *Assembly Members and Statutory Officers (Remuneration and Other Entitlements) Act 2006*.

2. BASIC SALARY OF MEMBER

- 2.1 The basic salary of an Assembly member will be \$165,696 per annum.

3. ADDITIONAL SALARY OF OFFICE

- 3.1 The additional salary of office and the prescribed office for which additional salary of office is paid is set out in Schedule 1 as a percentage of basic salary.
- 3.2 If, during any period, an Assembly Member holds or occupies two or more prescribed offices:
- (a) the Assembly Member is only entitled to an additional salary of office for holding or occupying a single prescribed office; and
 - (b) the entitlement is for the prescribed office that yields the greatest amount payable to the Assembly Member for the period.

4. ELECTORATE ALLOWANCE

- 4.1 A Member is entitled to an Electorate Allowance at the annual rate specified in Schedule 2 to cover the expenses they incur, including but not limited to the matters set out below, at their sole discretion in servicing their electorate:
- (a) stationery, printing and postage costs;
 - (b) travel costs, including charter flights, parking fees, airline lounge memberships, hire cars;
 - (c) communications, including WIFI in public access areas;
 - (d) donations;
 - (e) support for constituents;
 - (f) hosting costs;
 - (g) gifts;
 - (h) sponsorships;
 - (i) membership fees;
 - (j) support for organisations;

- (k) patron expenses;
- (l) advertising;
- (m) professional development;
- (n) interpreter services;
- (o) accessing or maintaining an Electorate database;
- (p) replenishing first aid kits for Liaison Officers; or
- (q) other.

4.2 The annual rate of Electorate Allowance is reduced by \$5000 if the Member's Electorate Office is cleaned at NT Government's expense.

5. MEMBER ENTITLEMENT TO TRAVEL

5.1 Subject to this clause, a Member is entitled to travel outside of their electorate at NT Government's expense where the primary purpose of such travel is for:

- (a) attendance at Legislative Assembly Meetings;
- (b) physical attendance at meetings of an Assembly Committee even if the Member is not a Member of the Committee,
- (c) engaging in business approved by a Committee including travel outside the Northern Territory. If this travel requires staff of the Department of Legislative Assembly the approval of the Speaker is required;
- (d) attendance at a meeting in the Northern Territory of their political party, conditional upon prior written notice of the meeting being provided to the Speaker by the Leader or the Whip of that party; or
 - (i) representing the NT Government; or
 - (ii) representing an Office Holder; or
 - (iii) with the approval of the Speaker, representing the NT Legislative Assembly; or
 - (iv) with the approval of the Speaker, conducting Commonwealth Parliamentary Association business or other official parliamentary function of another Australian legislature; or
 - (v) attendance at official NT Government functions where the Member is a primary invitee; or
 - (vi) attendance at Vice-Regal functions; or
 - (vii) with the approval of the Speaker, attendance at NT Legislative Assembly functions; or
 - (viii) representing their political party or as an Independent Member in proceedings before the Remuneration Tribunal in the Northern Territory.

5.2 Travel by Ministers and the Leader of the Opposition in their roles as Office Holders as defined in Schedule 1, in addition to the Determination travel entitlements, is not covered by this Determination.

5.3 The Deputy Leader of the Opposition and Shadow Ministers are entitled to a combined total of 40 trips within the Northern Territory each calendar year, in addition to all other travel included in the Determination. The total number of nights for which Travelling Allowance is payable may not exceed 160. Travel must be approved by the Leader of the Opposition.

- 5.4 Members who are not covered by clause 5.3 and are not Members of the NT Government Party are entitled to two trips within the Territory each year. The total number of nights' Travelling Allowance paid will not exceed six nights in a calendar year.
- 5.5 A Member attending Legislative Assembly Sittings is entitled to travel expense reimbursement or Travelling Allowance to enable the Member to have one clear day before and one clear day after the Legislative Assembly Sittings, or to have two clear days on one side of the Legislative Assembly Sittings under the conditions as set out in this Determination.
- 5.6 In addition to the payment of Travelling Allowance, Members are entitled to be provided with a hire car during approved travel, as provided under clause 5. The total cost of these hire vehicles, including fuel, is to be met by the Department of the Legislative Assembly.

Mode of Travel

- 5.7 Travel within the entitlements in clauses 5.1 and 5.3 must be undertaken either:
- (a) on scheduled commercial commuter services operating as regular carriers; or
 - (b) by charter transport where regular services within the Northern Territory are not available or are impracticable, or by hired aircraft if the Member is appropriately qualified to pilot the aircraft and indemnifies the NT Government. Reimbursement of reasonable costs under this subclause will be made where the transport cost is directly associated with the official business of such travel; or
 - (c) in the NT Government vehicle provided under clause 8.1, or in the event that the NT Government supplied vehicle is unserviceable, a hire car or short term hire vehicle from NT Fleet. A Member who has elected, under clause 8.8, to receive an amount in lieu of a motor vehicle may use his or her own vehicle but is not entitled to be reimbursed at the NT Government rate per kilometre.
- 5.8 A Member may, when attending an event associated with their duties as a Member, on no more than 100 trips in any calendar year, travel to and or from the event in a taxi, private hire car or rideshare, charge the cost to the NT Government account. Tips or gratuities may be paid by the Member, but not at NT Government expense. The Member may retain the services of a driver for a waiting period capped at 15 minutes for each travel journey.

Conditions of Domestic and International Travel

- 5.9 A Member may travel business class when available at NT Government's expense.
- 5.10 A Member, when travelling by air on Assembly business, or on official business, is entitled, at NT Government's expense, to carry one additional piece of luggage within the airline size limits.
- 5.11 Travelling Allowance may be payable for reasonable periods of transit of up to 24 hours. The Speaker may approve travelling allowance for reasonable transit beyond 24 hours in extenuating circumstances.

Entitlement to Travel by Others

- 5.12 A Member's nominee may, pursuant to specific approval by the Speaker, or in the event of the Member being the Speaker, after consultation with the Chief Minister, accompany the Member who is a participant in an official delegation or as a formal representative of the Assembly to and from official NT Government, Assembly or Vice-Regal functions at NT Government expense. This clause does not apply to travel to Legislative Assembly meetings covered by clause 5.1(a).

- 5.13 Where a Member is travelling pursuant to this Determination, a Member may convert their business class airfare to two economy class tickets for a nominee to travel on the same flight, provided that there is no additional cost to the NT Government. The nominee is not entitled to other travel expense reimbursement or travel allowance.
- 5.14 If travelling by air, there is an entitlement for transport for a Member, nominee or dependent child travelling and returning by air under entitlements provided by this Determination:
- (a) between the home base and departure airport; and
 - (b) between the terminating airport and destination.
- 5.15 A Member whose nominated home base is located outside of Darwin shall be entitled to have their nominee and each dependent child travel at NT Government's expense from the Member's nominated home base to Darwin and return up to twice a year and, if accompanied by the Member, then at the same class as the Member, or if not accompanying the Member, then in economy class. This travel is additional to other travel allowed in this Determination.
- 5.16 A Member who is a parent of a child up to 12 months old and is travelling pursuant to this Determination with this child, may be accompanied by a nominee during that travel and the nominee's travel costs will be paid in accordance with this Determination, and at the same class as the Member.

6. TRAVEL EXPENSES

- 6.1 Where the Member has approval to stay in Darwin overnight, a travelling allowance of \$400 per day is paid, irrespective of the type of accommodation used. Receipts are not required.
- 6.2 If a Member incurs costs for travel other than Darwin, they are entitled to a travel expense reimbursement. To establish the level of the travel expense reimbursement, the Member shall provide to the Clerk or relevant Accountable Officer within 60 days of the conclusion of the travel:
- (a) tax invoices for any accommodation;
 - (b) tax invoices for meals; and
 - (c) tax invoices for transport costs claimed.

Incidental costs do not have to be substantiated and will be paid at the rate set out in Part C of Schedule 3.

- 6.3 In assessing, and if necessary adjusting for, the reasonableness of costs claimed, the Clerk or the relevant Accountable Officer, shall have regard to:
- (a) the meal allowances specified in Part C of Schedule 3;
 - (b) the vehicle allowance as determined by the Australian Taxation Office;
 - (c) the comparative cost of other available forms of transport; and
 - (d) any form of contribution, regardless of source, received by the Member or paid in respect of the travel.
- 6.4 A Member may elect to receive Travelling Allowance before the travel. The accompanying person rate in Schedule 3 should be paid if the Member receives travel expense reimbursement or Travelling Allowance.

- 6.5 Where the Member elects to receive Travelling Allowance under clause 6.4, Travelling Allowance for each overnight stay is payable at the applicable rate specified in Schedule 3. Where such travel is by regular public transport, an overnight stay includes any overnight stay required at the place of departure or en-route.
- 6.6 The Member for the Electorate of Gwoja is entitled to Travelling Allowance for each overnight stay at Yulara at the applicable rate specified in Part A of Schedule 3. The number of overnight stays for which Travelling Allowance is paid under this clause is limited to 10 overnight stays per calendar year.
- 6.7 The Member for the Electorate of Daly is entitled to Travelling Allowance for each overnight stay at Katherine at the applicable rate specified in Part A of Schedule 3. The number of overnight stays for which Travelling Allowance is paid under this clause is limited to 10 overnight stays per calendar year.
- 6.8 Except as provided in clauses 6.6 and 6.7, Travelling Allowance is not payable to a Member for an overnight stay within the Member's own electorate or within the electorate in which the Member's home base is located. The border towns of Marla in South Australia, Camooweal in Queensland and Kununurra in Western Australia, and the highways into those towns from the Northern Territory, are considered part of the electorate from where the highway leaves the Northern Territory.
- 6.9 The Darwin rate specified in Part B(i) of Schedule 3 is payable to a Member whose home base, by the nearest practicable vehicle route, is further than 50 kilometres from the precincts of the Assembly. Irrespective of the type of accommodation used, the Darwin rate is paid to all eligible Members when staying overnight in Darwin.
- 6.10 Members are not entitled to receive travel expense reimbursement or Travelling Allowance if any costs are met or provided for by any other entity, including NT Government. Members are obliged to disclose to the Clerk or the relevant Accountable Officer if any element of travelling expenses is so provided.
- Note: For example, if as part of an official visit, lunch is provided by the host, when confirming the application of travel expenses under clause 6.2, the Member should advise the Department of the Legislative Assembly that the allowance for the lunch is not payable.*
- 6.11 Subject to the same overnight stays limitation for the Member's own travel, if any, a Member is entitled to be paid the accompanying person rate specified in Schedule 3 for any overnight stay where he or she is with a person who is included in his or her NT Government travel authorisation as an accompanying person.
- 6.12 (a) The entitlements to Travelling Allowance where commercial accommodation is used are specified in Part A of Schedule 3 for all locations except Darwin.
- (b) Members not staying in commercial accommodation or staying in private accommodation and claiming Travelling Allowance under Part B (ii) of Schedule 3 are not required to provide receipts.

7. ACCOUNTABILITY FOR TRAVEL

- 7.1 Travel costs and associated Travelling Allowance or expenses may only be paid where accountability requirements and procedures established by the relevant Accountable Officer, are met and followed.

- 7.2 Where expenses have been incurred for travel, the Member must confirm such expenses with the Clerk or relevant Accountable Officer and advise any costs met by a third party.

8. PROVISION OF MOTOR VEHICLE

- 8.1 A Member shall, at their request, be provided with a NT Government supplied private plated motor vehicle for:

- (a) parliamentary business use;
- (b) electorate use; and
- (c) private use.

The vehicle may be fitted with accessories that are approved by the Director of NT Fleet, on a fit-for-purpose basis and taking into account work health and safety considerations, and manufacturers recommendations.

- 8.2 Subject to clause 8.3, motor vehicles provided to Members shall be those set out in Schedule 4 or approved by the Director of NT Fleet, and all running and maintenance costs, excluding cleaning costs for that vehicle, will be met by the NT Government.
- 8.3 A Member may be provided with a motor vehicle which is at greater cost to the Northern Territory than that provided for in clause 8.2, provided that the Member pays the difference between the actual cost to the Department of the Legislative Assembly of the highest cost of the vehicle in Part A of Schedule 4 and the actual cost to the Department of the Legislative Assembly of the selected vehicle. The selected vehicle must be on an NT Government approved list maintained by the Director of NT Fleet or be approved by the Director of NT Fleet.
- 8.4 The Members for Arafura, Arnhem, Barkly, Daly, Goyder, Namatjira, Nelson, Mulka and Gwoja may be provided with four wheel drive vehicles from Schedule 4 Part B, with accessories in accordance with Clause 8.1, or a substitute vehicle approved by NT Fleet.
- 8.5 The Speaker may withdraw the vehicle or fuel card(s) and suspend the entitlement in clause 8.1 if the Speaker has cause to believe the vehicle or fuel card(s) are being improperly used.
- 8.6 The vehicle provided under clause 8.1 is to be driven only by a licensed driver, being the Member or a person nominated by the Member.
- 8.7 When a vehicle provided under clause 8.1 is used for travel to which the Member (or nominee) is otherwise entitled by the provisions of this Determination (such as travel at NT Government expense) the other vehicle entitlements are voided. Likewise, no private vehicle allowance is paid for travel in a NT Government supplied private plated motor vehicle.
- 8.8
- (a) Where a Member for an electorate, other than those listed in clauses 8.8(b) and 8.8(c), elects not to receive a NT Government supplied motor vehicle pursuant to clause 8.1 that Member shall receive an amount of \$25 000 per annum as an additional Electorate Allowance.
 - (b) Where the Members for Katherine, Goyder or Nelson elect not to receive a NT Government supplied motor vehicle those Members shall receive an amount of \$33 000 per annum as an additional Electorate Allowance.
 - (c) Where the Members for Arnhem, Daly, Barkly, Gwoja, Mulka, Namatjira or Arafura elect not to receive a NT Government supplied motor vehicle those Members shall receive an amount of \$40 000 per annum as an additional Electorate Allowance.
 - (d) Members receiving an allowance in lieu of a NT Government supplied vehicle shall not be entitled to claim kilometre allowance or any other vehicle operational expenses associated

with the use of a motor vehicle under this provision. A Member who has a motor vehicle already supplied by the NT Government may only elect to receive this allowance in lieu of the motor vehicle when there is 12 months or less remaining on the lease.

- 8.9 Where a Member can demonstrate to the Speaker a need for a four wheel drive vehicle for a specific purpose related to their work as a Member, and at the Department of the Legislative Assembly's expense, then the Speaker can approve the hiring of a four wheel drive vehicle for that specific purpose, including fuel expenses.
- 8.10 A Member may hire or lease a suitable vehicle from NT Fleet to be used by the Member or a person nominated under 8.6 at their expense.

9. COMMUNICATIONS, TELEPHONES AND INFORMATION TECHNOLOGY

- 9.1 The cost of the installation and rental of a telephone service not exceeding five lines in the Electorate Office, including one for a Broadband connection directly or via the Internet to the NT Government Wide Area Network where reasonably available, shall be at NT Government expense.
- 9.2 The cost of calls made on lines connected to the Electorate Office, including the service provider charges and modem cost for the Broadband or Internet/Broadband connection, within any capacity limits set by the Speaker, shall be at NT Government expense.
- 9.3 Members for the Electorates of Arafura, Arnhem, Barkly, Daly, Namatjira, Mulka and Gwoja are entitled to a satellite telephone supplied and maintained at NT Government expense in the Member's vehicle. All network charges generated by the ongoing connection and use of the satellite telephone will also be at NT Government expense.
- 9.4 An annual Schedule containing the totals of NT Government payments on behalf of each Member for satellite telephones is to be tabled by the Speaker during the second meeting of the Assembly in each year.
- 9.5 No commercial use of telephone calls, including charge back to a telephone, may be made at NT Government expense.

10. POSTAGE

- 10.1 Ministers, the Leader of the Opposition and the Speaker shall each be provided with unlimited postage for official business as an Office Holder.

11. OFFICE SPACE AND EQUIPMENT

- 11.1 A secure office will be made available to each Member in the Parliament House in Darwin with convenient access to a photocopier during meetings of the Assembly, and a basic printer unless provided under some other NT Government entitlement.
- 11.2 The NT Government will provide and maintain a multi-function office device with folding functionality, in each Electorate Office. Three computers will be supplied to each Electorate Office and shall be connected to the NT Government network at NT Government expense. An additional computer will be provided for Liaison Officers with connection to the NT Government network at NT Government expense.

- 11.3 The NT Government will provide, maintain and pay utility services costs for a conveniently accessible and identified Electorate Office for each Member, with parking where available. The tenancy fit-out must, as far as possible, comply with any Building Codes or Australian Standards. The ongoing cleaning costs for the Electorate Office are to be met by the Member unless he or she elects that these be met by the NT Government (clause 4.2 refers). The Member must ensure that the office is not used for commercial or electioneering purposes.
- 11.4 The NT Government will provide an office of up to 70 square metres, or as close to this requirement as is available at the time, in Katherine for the Liaison Officer of the Member for Gwoja. The Gwoja Liaison Office will include two telephone lines and one internet connection and one multi-function device with folding functionality. Other furniture and equipment will be at the discretion of the Speaker.
- 11.5 The Speaker shall, from time to time, determine a standard list of items of furniture, equipment and software to be available for every Electorate Office. Each Member is entitled to have these items supplied on demand. These items remain the property of the NT Government or its contractors. All office computers supplied under this entitlement shall be connected to the NT Government Wide Area Network.
- 11.6 Liaison Officers who are employed under Clauses 12.2 and 12.3 are entitled to one computer, which shall be connected to the NT Government-wide area network at NT Government expense. Where the Member job shares the Liaison Officer role, each of the Liaison Officers engaged shall be entitled to a computer with connection to the NT Government-wide area network at NT Government expense.
- 11.7 Each Member is entitled to five NT Flags each year through the Speaker's Office at NT Government expense.

12. STAFF

- 12.1 Every Member shall be entitled to the services of the equivalent of one full-time staff member as an Electorate Officer and the Electorate Office should be opened during NT Public Service hours, Monday to Friday.
- 12.2 All Members are entitled to a part-time Assistant Electorate Officer for a total of 32 hours per fortnight.
- 12.3 The Members for Arafura, Arnhem, Barkly, Daly, Namatjira, Mulka and Gwoja are entitled to the services of the equivalent of one full-time Liaison Officer.
- 12.4 All Liaison Officers are employed by the NT Government and are employed outside the main Electorate Office unless they are relieving the Electorate Officer. All Liaison Officers will be provided with a Personal Location Beacon (PLB) and will be required to check in with the Member or Electorate Office when they leave and when they arrive at locations during remote travel. Liaison Officers will be supplied at the beginning of each Term of the Member, a standard First Aid Kit which will be replenished through the electorate allowance.
- 12.5 Staff entitlements may not be pooled or applied for the benefit of another Member.

12.6 Persons employed as Electorate Office staff are:

- (a) employed by the Northern Territory of Australia **(the Employer)** as a personal member of staff of a Member of the Legislative Assembly of the Northern Territory **(Member)**;
- (b) not employees within the meaning of the *Public Sector Employment and Management Act 1993* (NT); and
- (c) required to sign a contract of employment in the terms approved by the Tribunal, as relevant and attached at **Schedules 7 to 12** to this Determination **(Employment Contract)**.

12.7 An Electorate Officer or Liaison Officer may be employed on a full time basis (38 hours per week) or part-time basis, as agreed **(ordinary hours of work)**.

12.8 Assistant Electorate Officers may only be employed on a part-time basis for up to 32 hours per fortnight **(ordinary hours of work)**.

12.9 The normal place of duty for an Electorate Officer and Assistant Electorate Officer shall be the electorate office of the Member.

12.10 The normal place of duty for a Liaison Officer shall be within Member's Electorate or in a Liaison Office specified in this Determination. While a Liaison Officer will not work from the Electorate Office unless relieving the Electorate Officer, the Liaison Officer will be regarded as Electorate Office staff for purposes of this and all future Determinations.

12.11 Electorate Office staff must be residents of the Northern Territory.

12.12 Subject to clauses 12.13 and 12.14 below (as relevant), Electorate Office staff shall be entitled to a basic salary, upon commencement of employment, at the first increment level in the rates of pay scale applicable to their respective positions in Schedule 5 to this Determination.

12.13 The Employer may appoint Electorate Office staff to commence at a higher increment level in the rates of pay scale applicable to their respective positions in recognition of their relevant prior service. In determining the appropriate starting increment level, consideration will be given to the qualifications of the staff member, previous experience in commensurate roles at the same or higher salary levels, and length of time in those roles.

12.14 An Electorate Officer who has worked in that role for five years, within a seven year period, shall be entitled to a basic salary at the top increment level in the rates of pay scale applicable to that position in Schedule 1 to this Determination.

12.15 Electorate Office staff shall be entitled to progress to the next increment level (if any) applicable to their respective positions in the rates of pay scale in Schedule 5 of this Determination, after 12 months continuous service, or after 12 months broken service in the preceding 24 months, subject to the Member's confirmation of their satisfactory performance.

12.16 If employed on a part-time basis, entitlement to service increments will be on the basis of Electorate Office staff having worked for the same period that entitles a full-time employee to an increment, regardless of the number of hours worked.

12.17 Remuneration will be paid into the nominated bank account of Electorate Office staff.

12.18 Electorate Office staff are entitled to access the NTPS Employee Assistance Program (EAP). The NTPS EAP eligibility criteria and session access limits relevant to NTPS staff will be applied.

Superannuation

- 12.18 Superannuation contributions shall be made by the Employer, on behalf of Electorate Office staff in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth). Electorate office staff may nominate a complying superannuation fund to receive contributions on their behalf.

Ordinary Hours of Work

- 12.19 The ordinary hours of work for Electorate Office staff covers:

- (a) 7:00am to 7:00pm Monday to Friday;
- (b) 8:00am to 12:00pm Saturday and Sunday

Overtime

- 12.20 An Electorate Officer, may be requested or required by the Member to work reasonable overtime, within the spread of ordinary hours in the performance of their duties.
- 12.21 An Electorate Officer, shall comply with any request or requirement to work overtime, unless the additional hours are unreasonable. In determining whether a request or requirement to work additional hours is reasonable or unreasonable, section 62(3) of the Fair Work Act 2009 (Cth) (FWA) should be referred to as a guide.

Allowances

- 12.22 With reference to clauses 12.20 and 12.21 above, in consideration of the requirement to work reasonable overtime and outside of normal office hours from time to time, an Electorate Officer, shall be entitled to be paid an allowance equivalent to 15% of their basic salary, as set out in Schedule 1 to this Determination (Overtime and Out of Normal Office Hours Allowance).
- 12.23 If an Electorate Officer's Member is a Minister or the Leader of the Opposition, the Electorate Officer shall be entitled to an additional allowance equivalent to 10% of their basic salary, as set out in Schedule 1 to this Determination (Responsibility Allowance). Electorate Officers who receive a Responsibility Allowance, must only perform Electorate Office duties.
- 12.24 In consideration for the requirement to work outside of normal hours from time to time, Assistant Electorate Officers and Liaison Officers shall be entitled to be paid an allowance equivalent to 10% of their basic salary as set out in Schedule 1 to this Determination (Out of Normal Office Hours Allowance).

Job Sharing

- 12.25 Electorate Office staff shall have access to job sharing arrangements with other Electorate Officers, Assistant Electorate Officers and Liaison Officers, subject to the Member's approval.

Leave

- 12.26 All Electorate Office staff, are entitled to the same leave provisions as those applying to the NT Public Sector Staff under the relevant enterprise agreement relating to Administrative Officers in the NT Public Sector (currently the Northern Territory Public Sector 2022 – 2025 Enterprise Agreement)

- 12.27 All other employment entitlements required to be provided to Electorate Office staff in compliance with the National Employment Standards under the FWA.
- 12.28 Accrued leave entitlements of Electorate Office staff (including those accrued as an NTPS employee) may be accessed with the approval of the Member or the Employer.
- 12.29 Electorate Office staff may be granted leave without pay by the Employer for any purpose, subject to the Member's support. Leave without pay will not count as service for leave accrual or increment purposes.

Respectful Behaviours and Code of Conduct

- 12.30 Electorate Office staff are required to:
- (a) ensure that their conduct is respectful and courteous in the workplace and in the performance of their duties; and
 - (b) comply with the Code of Conduct set out in Schedule 6 to this Determination.
- 12.31 Failure on the part of Electorate Office staff to comply with their obligations in clause 12.30 above may be regarded as serious misconduct.

Suspension

- 12.32 Electorate Office staff may be suspended on full pay and for a reasonable period to conclude a fair and proper investigation relating to serious misconduct. Consistent with the *Fair Work Act 2009* (Cth), suspension could be on the basis that presence at the workplace would:
- (a) *present a risk to health and safety*
 - (b) *compromise the investigation process*
 - (c) *impact the operations of the Electorate Office or*
 - (d) *negatively impact the interests of the Member.*

Termination

- 12.33 Subject to clauses 12.34 and 12.35 below:
- (a) Electorate Office staff may terminate their Employment Contracts by giving two weeks written notice to the Employer;
 - (b) The Employer may terminate Electorate Office staff Employment Contracts by giving two weeks written notice to the Electorate Office staff member;
 - (c) In the alternative to providing notice under paragraph 12.33(b) above, the Employer may terminate the Employment Contract by making payment in lieu of up to two weeks' notice to the Electorate Office staff member.
- 12.34 The two week notice period or payment in lieu of notice, referred to in paragraph 12.33(b), above is subject to any greater period of notice or payment required to be given by the Employer, as calculated in accordance with the FWA or as provided in paragraph 12.33.

- 12.35 Electorate Office staff will not be entitled to a payment in lieu of notice under paragraph 12.33(c) above if their Employment Contract is terminated because of serious misconduct under clause 12.31 or if the relevant Electorate Office staff member has a right to return to employment in the Northern Territory Public Sector.
- 12.36 If the Member ceases to be a Member of the Legislative Assembly for any reason, the Employment Contract will automatically terminate on the date the incoming Member occupies the electorate office. If the period between those two events is less than the minimum period of notice required under in accordance of the FWA, the Employer shall make payment in lieu of notice to Electorate Office staff of an amount equivalent to the remaining period required to meet the minimum period of notice referred to.

Employment Termination Payment for Long Term Electorate Office Staff

- 12.37. Where an Electorate Office staff member has been employed continuously for seven or more years, and their contract is terminated for a reason other than serious misconduct under paragraph 12.30 above, or expires due to the effluxion of time, the Employer is to pay an Employment Termination Payment of:
- (a) two weeks' pay for each full year of continuous service up to a maximum of 26 weeks; and
 - (b) a pro-rata payment for each completed month of continuous service in any part year.

Relief Arrangement

- 12.38 Electorate Offices are entitled to relief arrangements for Electorate Office staff to cover periods of one day or more during which Electorate Office staff are on leave, approved training or suspension.
- 12.39 During relief arrangements, higher duties allowance for existing staff may be paid or a casual contract may be arranged for a new short term employees. Casual contracts for relief arrangements for electorate office staff are provided in Schedule 8, 11 and 12 of this Determination.
- 12.40 Hand over for relief arrangements are listed below if the Electorate Officer:
- (a) has resigned or retired and a new Electorate Officer has been recruited, a five-day handover period is available.
 - (b) is on approved leave for five days or more, a total handover period of two days consisting of one day on either side of the leave.
 - (c) is attending approved training course or a meeting of the Legislative Assembly for three days or more, a handover of one day is available.

Travel

- 12.41 An Electorate Officer located outside Darwin shall be entitled to additional travel at NT Government expense to Darwin to attend a Legislative Assembly Meeting for the purpose of an approved training activity at least once a year. The stay shall not exceed one clear day before and one clear day after the Legislative Assembly Sitzings. Training activities conducted by external providers commissioned by the Department of the Legislative Assembly for Electorate Officers and approved by the Speaker are at NT Government expense.

- 12.42 An Electorate Officer located outside Alice Springs shall be entitled to travel at NT Government expense to Alice Springs to attend a period of meetings of the Assembly in Alice Springs once a year. The stay shall not exceed one clear day prior to the Meetings and one clear day after the completion of the meetings.
- 12.43 Use of an Electorate Officer's private vehicle shall be by arrangement between the Member and the Electorate Officer. Reimbursement for use of the vehicle shall be at Northern Territory Public Service rates or by mutual agreement between the Member and the Electorate Officer, and the reimbursement shall be met from the Member's own funds.
- 12.44 Any travel costs within the electorate incurred by the Electorate Officer or Liaison Officer shall be met from the Member's own funds.
- 12.45 All Electorate Office staff are to be provided with an individual NT Government email address, if employed for a period of two weeks or more.

13. CHILD CARE

- 13.1 A Member is entitled to claim reimbursement for child care services outside the hours of 7:00am to 6:00pm Monday to Friday, or at other times if the period is a weekend or recognised public holiday, in the following circumstances:
- (a) where the Assembly is meeting; or
 - (b) where a Member is working or attending an event associated with their duties.
- 13.2 Reimbursement will be made upon the Member submitting a claim for reimbursement which sets out the nature of the work activity or event and the duration, together with actual start and finish times, amount paid, and to whom.
- 13.3 Where a Member has an entitlement under Clause 5.16 of this Determination, but it is impracticable for the Member to be accompanied by a nominee or designated person during a particular approved travel, the Member is entitled to be reimbursed for childcare during all hours of that particular approved travel.
- 13.4 The total amount to be claimed must not exceed \$5000 in any one year.

14. HOUSING ENTITLEMENT

- 14.1 Housing entitlements under the NT Government Housing Employee Program will be provided for:
- (a) a full time staff of the Electorate office for the Member for Mulka who resides permanently in Nhulunbuy; and
 - (b) (a full time staff of the Electorate office for the Member for Barkly, who resides permanently in Tennant Creek.

15. RESETTLEMENT ALLOWANCE

- 15.1 A Member has an entitlement, on ceasing to be a Member in the circumstances mentioned in section 4AA of the Act (subject to section 4AB of the Act), of the equivalent of one month's basic salary for each year served in the Assembly subject to:
- (a) the minimum entitlement being the equivalent of four months' basic salary; and
 - (b) the maximum entitlement being the equivalent of 12 months' basic salary.

16. GENERAL

- 16.1 Where a person becomes a Member or Office Holder, or ceases to be a Member or Office Holder, annual entitlements, unless otherwise provided under this Determination, shall be proportionate to the time the person is a Member or Office Holder during that year.
- 16.2 For the purposes of establishing entitlements under this Determination, 'year' generally means the 12 month period from 1 January to 31 December. Where a person becomes an Assembly Member or Office Holder during the calendar year, annual entitlements under this Determination, unless otherwise provided for by this Determination, shall be applied on a pro-rata basis for the portion of the year remaining. Guidelines for the calculation of these pro-rata entitlements will be established by the Clerk of the Legislative Assembly.
- 16.3 For the purposes of the Resettlement Allowance entitlement, where the timing of a Northern Territory general election results in a Member serving marginally less than 365 days in the 12 month period leading up to the election, this period shall be treated as a full year of service.
- 16.4 A Member may elect to salary package subject to the "Salary Package Guidelines – General Staff" as applies to all Northern Territory Public Sector general employees who are not employed by a Territory Health Service or a Public Benevolent Institution.
- 16.5 The Speaker may make procedural rules to give full effect to all entitlements specified in this Determination with the exception of travel undertaken by Ministers and the Leader of the Opposition under clause 5.2.
- 16.6 This Determination applies to Offices held or occupied, staff of Electorate Offices, activities undertaken, or expenses incurred on or after 1 January 2023.

Dated 28 October 2022



Mr Michael Martin OAM
Chairperson
Remuneration Tribunal



The Hon Syd Stirling AM
Member
Remuneration Tribunal



Mr Gary Higgins
Member
Remuneration Tribunal

SCHEDULE 1

Percentages of Base Remuneration of Additional Salary of Office Paid to Office Holders

Chief Minister	100
Deputy Chief Minister	80
Leader of Government Business	65
Other Ministers	65

PARLIAMENTARY POSITIONS

Speaker	65
Leader of the Opposition	65
Deputy Leader of the Opposition	30
Deputy Speaker	20
Chairperson of a Scrutiny Committee	20
Government Whip	15
Opposition Whip	15
Member of a Scrutiny Committee	10

SCHEDULE 2

Annual Rate of Electorate Allowance

Electorates	Rate
Araluen	\$ 62 036
Blain	
Braitling	
Brennan	
Casuarina	
Drysdale	
Fannie Bay	
Johnston	
Karama	
Fong Lim	
Nightcliff	
Port Darwin	
Sanderson	
Spillett	
Wanguri	
Katherine	\$ 72 886
Nelson	
Goyder	
Namatjira	\$ 83 936
Daly	\$ 86 736
Arnhem	\$ 87 586
Barkly	\$ 98 386
Mulka	\$ 99 036
Arafura	\$105 536
Gwoja	\$121 036

SCHEDULE 3

PART A. RATES OF TRAVELLING ALLOWANCE WHERE COMMERCIAL ACCOMMODATION IS USED

Location \$	Member \$	Accompanying Person
<u>Northern Territory</u>		
Alice Springs	324	110
Darwin	400	110
Jabiru	390	110
Katherine	332	110
Tennant Creek	340	110
Yulara	614	110
<u>Elsewhere in the NT</u>		
All places	306	110
<u>Capital Cities other Jurisdictions</u>		
Adelaide	382	110
Brisbane	431	110
Canberra	420	110
Hobart	370	110
Melbourne	402	110
Perth	419	110
Sydney	438	110
<u>Elsewhere in Australia</u>		
All places other than above centres	306	110

PART B. RATES OF TRAVELLING ALLOWANCE WHERE OTHER ACCOMMODATION IS USED

Darwin

- (i) Where the Member has approval to stay in Darwin overnight, Travelling Allowance of \$400 per day is paid, irrespective of the type of accommodation used. Receipts are not required.

Locations other than Darwin

Where the Member does not stay in commercial accommodation, he or she shall be paid:

- (ii) 40% of the applicable rates in Part A; and
(iii) for a single qualifying accompanying nominee, the daily rate of \$74.

PART C. RATES FOR PAYMENT OF MEALS AND INCIDENTALS WHERE THE ACCOMMODATION COMPONENT IS PAID FOR BY THE NT GOVERNMENT WITHIN AUSTRALIA

Domestic

	Member	Accompanying Nominee
		\$110.00 per day
Breakfast	\$ 32.55	
Lunch	\$ 46.00	
Dinner	\$ 64.50	
Incidentals	\$ 30.50	

PART D. RATES FOR PAYMENT OF MEALS AND INCIDENTALS WHERE THE ACCOMMODATION COMPONENT IS PAID FOR BY THE NT GOVERNMENT OUTSIDE AUSTRALIA

Overseas

Rates for payments to Members of meals and incidentals are to be paid in accordance with [Taxation Determination TD 2021/6](#) or any subsequent Taxation Determination made in substitution of that Determination.

Accompanying nominee is entitled to \$110.00 per day.

SCHEDULE 4

PART A - Approved Motor Vehicles

Make/Model

- Toyota Kluger GX 7-seat 4x2 Wagon Petrol Auto
- Hyundai Santa Fe Active 2WD 7-seat Station Wagon
- Kia Sportage Platinum AWD Station Wagon
- Mazda 6 Sports Hatch
- Mazda CX5A Grand Touring AWD Station Wagon
- Mitsubishi ASX Exceed AWD Station Wagon
- Subaru Forester Premium Station Wagon
- Subaru Outback AWD Station Wagon
- Toyota Prius ITEC Hybrid Hatch
- Toyota Hilux dual cab SR-S Auto

PART B - Approved Four Wheel Drive Motor Vehicles

Make/Model

- Nissan Navara 4WD Diesel Auto
- Toyota Landcruiser 79 Workmate Dual Cab Utility Diesel Manual
- Toyota Prado GXL Station Wagon Diesel Auto
- Toyota Landcruiser 300 GX 4D Wagon – 3.3 Litre V6 Turbo Diesel
- Toyota Landcruiser 5-7 Seater Troop Carrier Station Wagon Auto
- WorkMate Station Wagon style

SCHEDULE 5

ELECTORATE OFFICERS

Basic Salary (\$ p.a.) Increments

1. \$87,297
2. \$89,492
3. \$91,687
4. \$95,500 For Electorate Officers with five years' experience within a seven year period

Casual Rate of Pay

1. Salary \$87,297
2. Base Hourly Rate \$44.04
3. 25% Casual Loading \$11.01
4. Total Hourly Rate \$55.05

Overtime and Out of Normal Office Hours Allowance (15% of Basic Salary \$ p.a.)

1. \$13,094.55
2. \$13,323.80
3. \$13,753.80
4. \$14,325.00

Responsibility Allowance (10% of Basic Salary \$ p.a.)

1. \$8,729.70
2. \$8,949.20
3. \$9,168.70
4. \$9,550.00

ASSISTANT ELECTORATE OFFICERS

Basic Salary (\$ p.a.) Increments

1. \$79,938
2. \$82,200
3. \$84,611

Out of Normal Office Hours Allowance (10% of Basic Salary \$ p.a.)

1. \$7,993.80
2. \$8,220.00
3. \$8,461.10

LIAISON OFFICERS

Basic Salary (\$ p.a.) Increments

1. \$79,938
2. \$82,200
3. \$84,611

Out of Normal Office Hours Allowance (10% of Basic Salary \$ p.a.)

1. \$7,993.80
2. \$8,220.00
3. \$8,461.10

SCHEDULE 6



DEPARTMENT OF THE LEGISLATIVE ASSEMBLY

CODE OF CONDUCT FOR STAFF OF MEMBERS OF THE LEGISLATIVE ASSEMBLY

To maintain public confidence in the integrity of the Northern Territory Legislative Assembly and its Members, personal staff of a Member must demonstrate ethical standards.

Staff of Members of the Legislative Assembly are required to be familiar with and comply with the terms and conditions of their employment contract and this code of conduct.

The conduct and performance of staff of Members of the Legislative Assembly may reflect on the reputation of their Member. All staff are required to be familiar with the *Legislative Assembly (Members' Code of Conduct and Ethical Standards) Act 2008* and support their Members' compliance with this through their personal and professional behaviour when carrying out their duties.

While performing their duties, staff of Members of the Legislative Assembly must:

- demonstrate integrity and exercise professional judgement
- perform their duties diligently and to the best of their skill and ability
- avoid all real or perceived conflicts of interest and report any potential conflicts to their Member as soon as possible
- never solicit or accept payment or other benefit for anything done in connection with their employment
- not use or appear to use their position or access to information to gain benefit or advantage for themselves or another person
- declare the receipt of any gifts and benefits using the prescribed form
- maintain confidentiality and not disclose or inappropriately use information acquired in the course of their employment
- provide necessary and appropriate assistance to constituents and the public interact with people of diverse cultures respectfully
- comply with all laws and relevant guidelines
- manage public resources effectively and avoid waste or excessive use
- take reasonable care for their own, and others', work health and safety
- not engage in outside employment without prior approval
- ensure they act in the best interests of the Member of the Legislative Assembly representing a constituency and not act in a politically partisan manner or use work time for political activity disclose any prior or pending criminal offences.

All staff of Members of the Legislative Assembly are public officers as defined in the *Independent Commissioner Against Corruption Act 2017* (ICAC Act). Public officers and public bodies are subject to mandatory reporting guidelines and must report improper conduct to the Office of the Independent Commissioner Against Corruption (ICAC).

Staff of Members of the Legislative Assembly must familiarise themselves with important concepts defined in Part 1 Division 2 of the ICAC Act, including conduct, improper conduct, corrupt conduct, misconduct, unsatisfactory conduct, breach of public trust, public resources, anti-democratic conduct and public body and public officer.

Personal Use of Social Media

Staff of Members of the Legislative Assembly must be aware that their employment may create an association between personal content posted on social media and their role. Caution must be exercised when using social media or making any public comment to ensure staff are not perceived to be commenting on behalf of their Member or inappropriately reflecting on information obtained in the course of their employment.

SCHEDULE 7

ELECTORATE OFFICER

FIXED PERIOD CONTRACT OF EMPLOYMENT

ELECTORATE OFFICER FIXED PERIOD 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 Electorate Officer for the [Choose an item.](#)(the **Member**)
2. The Employee is employed on a [Choose an item.](#) basis of [Click or tap here to enter text.](#) hours per week.
3. 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

4. Subject to the terms and conditions of this Contract, the Employee is entitled to a basic salary of \$ [\(refer to Schedule 5 of Remuneration Tribunal Determination No. 1 of 2022\)](#) per annum.

Duties of Employee

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

Terms and Conditions

6. The terms and conditions of this Contract are set out in the Tribunal's Determination.

General Provisions

7. 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.
8. 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.
9. 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.

10. 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 _____)
CLERK & 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 _____

SCHEDULE 8

**ELECTORATE OFFICER
CASUAL CONTRACT OF EMPLOYMENT**

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 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 \$44.04 per hour plus a 25% casual loading or \$11.01 per hour. The total hourly rate is \$55.05 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.

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 _____)
CLERK & 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 _____

SCHEDULE 9

**ASSISTANT ELECTORATE OFFICER
FIXED PERIOD CONTRACT OF EMPLOYMENT**

ASSISTANT ELECTORATE OFFICER FIXED PERIOD 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 [Choose an item.](#) basis of [Click or tap here to enter text.](#) hours per fortnight.
3. 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

4. Subject to the terms and conditions of this Contract, the Employee is entitled to a basic salary of \$ ([refer to Schedule 5 of Remuneration Tribunal Determination No. 1 of 2022](#)) per annum.

Duties of Employee

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

Terms and Conditions

6. The terms and conditions of this Contract are set out in the Tribunal's Determination.

General Provisions

7. 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.
8. 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.
9. 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.

10. 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 _____)
CLERK & 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 _____

SCHEDULE 10

LIAISON OFFICER

FIXED PERIOD CONTRACT OF EMPLOYMENT

LIAISON OFFICER FIXED PERIOD 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 a Liaison Officer for the [Choose an item.](#)(the Member).
2. The Employee is employed on a [Choose an item.](#) basis of [Click or tap here to enter text.](#) hours per week.
3. 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

4. Subject to the terms and conditions of this Contract, the Employee is entitled to a basic salary of \$ [\(refer to Schedule 5 of Remuneration Tribunal Determination No. 1 of 2022\)](#) per annum.

Duties of Employee

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

Terms and Conditions

6. The terms and conditions of this Contract are set out in the Tribunal's Determination.

General Provisions

7. 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.
8. 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.
9. 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.

10. 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 _____)
CLERK & 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

SCHEDULE 11

**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 \$40.33 per hour plus a 25% casual loading or \$10.08 per hour. The total hourly rate is \$50.41 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.

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.

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

SCHEDULE 12

LIAISON OFFICER

CASUAL CONTRACT OF EMPLOYMENT

LIAISON 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 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.

Remuneration

5. Subject to the terms and conditions of this Contract, the Employee will be paid at the base rate of \$40.33 per hour plus a 25% casual loading or \$10.08 per hour. The total hourly rate is \$50.41 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.

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
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 - (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.

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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 _____