

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act 1993

DETERMINATION NUMBER 1010 OF 2013
(RE-ISSUE)

I, JOANNE NORTON, Acting Commissioner for Public Employment in pursuance of section 14 of the *Public Sector Employment and Management Act 1993*, and in accordance with section 13(a) of that Act, determine that:

1. The Chief Executive Officer of Power and Water Corporation (PWC) may employ a person under the Indigenous Cadetship Support (ICS) program;
2. A person employed under the ICS program will be designated an Indigenous Cadet (the Cadet);
3. In pursuance of section 34(1)(a) of the Act, the duties of a Cadet may be performed for a fixed period by a person appointed on a temporary basis under section 29 of the Act;
4. In pursuance of section 34(3) of the Act, a Cadet may be employed on a temporary basis for a period not exceeding 12 months; and
5. In pursuance of section 34(4) of the Act, the terms and conditions of the Cadetship and the terms and conditions of employment shall be as specified in Schedule 1; and
6. On completion of the ICS, a Cadet may be offered ongoing employment as at the discretion of PWC and subject to a vacant position being available, the economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual Cadet.
7. This determination will cease to have effect on the nominal expiry of the *Power and Water 2021 – 2026 Enterprise Agreement*, or upon the commencement of a new Agreement, whichever is the later.

Dated

28 November 2023



ADJ. PROFESSOR JOANNE NORTON
Acting Commissioner for Public Employment

SCHEDULE 1

1. A Cadet will comply with the requirements of the “Indigenous Cadetship Support Employer's Agreement” (ICSEA) and the Northern Territory Public Sector Employment Contract (the Contract).
2. A Cadet will be:
 - on leave without pay during the academic periods of the Cadetship; and
 - employed at one of the following levels during the on-the-job work placement period each year:
 - Undergraduate;
 - Trainee;
 - Trade Assistant; or
 - Trainee Technical.
3. The Contract will terminate on the occasion of either of the following events:
 - the Cadet breaches a term of the Cadets Obligations of the Terms and Conditions of the ICSEA;
 - the Cadet does not achieve the minimum academic requirements to pass in their studies;
 - the Cadet performs unsatisfactorily in their on-the-job work placement; or
 - the agreement with the Commonwealth is terminated in accordance with Clause 14 of the Terms and Conditions of the ICSEA.
4. The Cadet will be entitled to:
 - a fortnightly Study Allowance as determined under the ICS;
 - reimbursement or payment of Higher Education Loan Program fees;
 - reimbursement of relevant book and equipment costs;
 - compulsory course costs; and
 - fares assistance, if applicable.
5. The period of leave without pay will: count as qualifying service for parental leave; as service for the accrual of long service leave; but will not count for the accrual of recreation leave or personal leave.
6. A Cadet will, at a time or times agreed to by the employer, take a minimum of five days recreation leave each year within the 12 week on-the-job period; and/or prior to commencing the new academic year.
7. The terms and conditions of employment are as detailed in the *2021 – 2026 Power and Water Enterprise Agreement*, or any replacement agreement.

8. As detailed in Regulation 4 of the Public Sector Employment and Management Regulations, Parts 7 & 8 and section 59A of the Act do not apply to or in relation to a Cadet employed on a fixed period basis.
 9. All Employment Instructions issued by the Commissioner pursuant to section 16 of the Act apply to the Cadet with the exception of:
 - Employment Instruction Number 5 — Medical Examinations; and
 - Employment Instruction Number 6 — Performance and Inability.
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NORTHERN TERRITORY OF AUSTRALIA

**NORTHERN TERRITORY PUBLIC SECTOR
EMPLOYMENT CONTRACT**

**INDIGENOUS CADETSHIP SUPPORT
(Fixed Period Employee)**

This Contract of Employment is made on the

«Print Date»

between

The Commissioner for Public Employment
("the Employer")

«Agency»

«Agency Address»

(show address for service of notices, i.e. physical Location)

and

«First Name» «Last Name»
("the Employee")

AGS NO. « AGS»

«Res Address Line 1»

«Res Address Line 2»

«RES TOWN CITY» «RES STATE» «RES POST CODE»

Employment

1. The designation to which the Employee is employed is Indigenous Cadet, as set out in Determination No. 1010 of 2013.
2. The period of this Contract is for the duration of the Indigenous Cadetship Support program, commencing on «**Vac start date**» and ends on «**Vac end date**», unless sooner terminated.

Remuneration

3. Subject to the terms and conditions of this Contract, the Employee shall be paid:
 - (a) A minimum Study Allowance rate of twelve thousand dollars (\$12,000) per annum during the period of study leave; and
 - (b) Salary at a rate applicable to one of the following designations during the period of on-the-job work placement (delete whichever is not applicable):
 - a. Undergraduate (ACS);
 - b. Undergraduate (SEP);
 - c. Trainee;
 - d. Trade Assistant; or
 - e. Trainee Technical

Duties of Employee

4. The Employee shall carry out duties from time to time assigned to the Employee by the Chief Executive Officer.

Terms and Conditions

5. The terms and conditions of this Contract are set out in Schedule 1 of Determination No. 1010 of 2013 of the Employer, pursuant to section 34(4) of the *Public Sector Employment and Management Act 1993*.

General Provisions

6. This Contract supersedes and replaces all other contracts, understandings or arrangements relevant to the employment of the Employee by the Employer prior to the execution of this Contract.
7. This Contract is governed by the law of the Northern Territory of Australia and is deemed to be made in the Northern Territory of Australia.
8. All notices, consents, approvals, agreements or other communications by or to the respective parties to this Contract must be in writing and will be taken to be duly given or made:
 - i) if the notice is delivered in person or by post - when delivered; or when delivered in the ordinary course of post; or
 - ii) if the notice is delivered by facsimile transmission - on receipt by the sender of a printed communication transmission report from the sending facsimile

machine indicating successful transmission to the recipient's facsimile number, except that if the time of transmission is after 4.00pm or on a day on which business is not generally carried on in the place to which the communication is sent, the notice is taken to have been received at the commencement of business on the next day on which business is generally carried out in that place.

A notice must be delivered to the address shown in this Contract for the party or to another address specified by the party in writing.

SIGNATURES

Pursuant to section 25 of the Public Sector Employment and Management Act 1993:

SIGNED BY:

.....

Name of Employer/ Delegate

.....

Signature of Employer / Delegate

On

.....

(date)

SIGNED BY:

«First Name» «Last Name»

(signature of Employee)

On

.....

(date)