

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act

DETERMINATION NUMBER 4 OF 2002

I, SARAH BUTTERWORTH, the Acting Commissioner for Public Employment for the Northern Territory:

1. in pursuance of section 14(2) of the *Public Sector Employment and Management Act* (the Act) and with reference to section 43 of the *Interpretation Act*, revoke Determination Number 13 of 2001 to the extent that it is inconsistent with this Determination;
2. in pursuance of section 14(2) of the Act and with reference to section 13(a) of that Act, determine that the classes of duties of "NTPS Apprenticeship" may only be performed for a fixed period by a person appointed on a temporary basis under section 29 of the Act;
3. in pursuance of section 34(3) of the Act, determine that a person may be employed to perform duties for a period not exceeding 5 years; and
4. in pursuance of section 34(4) of the Act, determine that the terms and conditions of employment shall be as follows:
 - (a) salary shall be paid in accordance with the provisions of the relevant determination applying to an NTPS Apprenticeship in the Northern Territory Public Sector;
 - (b) salary level shall be determined with reference to the skill level definitions as specified under the relevant Determination;
 - (c) an employee performing the duties of NTPS Apprenticeship shall be subject to and comply with the requirements of the "Training Agreement";
 - (d) except in the case of a "School Based" Apprenticeship, the Chief Executive Officer, or delegate, may approve annual salary progression for the employee subject to the employee satisfying the relevant performance criteria as defined by the requirements of the "Training Agreement";
 - (e) an employee shall give at least two weeks notice to the employer of the termination of the contract;
 - (f) where the "Training Agreement" is terminated, the employment under this determination shall terminate.
 - (g) the terms and conditions of employment are as detailed in the relevant Public Sector Employment and Management By-laws with

the exception of By-law 29, Temperate Clothing Allowance and By-law 36, Increments which do not apply;

- (h) the following By-laws apply as if the employee were a permanent employee:

By-law 15, Emergency Leave

By-law 16, Special Leave Without Pay:

- (i) as detailed in Regulation 5 of the Public Sector Employment and Management Regulations, Part 7 and 8 and sections 57 and 58 of the *Public Sector Employment and Management Act* do not apply to, or in relation to, an employee employed on a temporary basis;

- (j) all Employment Instructions issued by the Commissioner pursuant to section 16 of the Act apply to the Employee with the exception of:

Employment Instruction Number 5 - Medical Incapacity

Employment Instruction Number 6 - Inability to Discharge Duties

Employment Instruction Number 7 - Discipline;

- (k) subject to sub clause (I), the employee shall retain accrued and pro-rata recreation leave and sick leave and continuity of service for the purpose of long service leave where there is no break in employment within the Public Sector;

- (I) the following additional provisions apply to an employee undertaking a School Based Apprenticeship:

- (i) subject to sub clause (ii), the employee may elect to be paid an additional salary loading of 20% on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays provided that where the employee is called upon to work on a public holiday, the employee shall be paid for the time worked at the rate of double time and a half;

- (ii) an employee employed on a part time basis shall only be paid for hours worked.

Dated this

day of

2002

(Original signed on 15 February 2002)

SARAH BUTTERWORTH
Acting Commissioner for Public Employment

NORTHERN TERRITORY OF AUSTRALIA

NORTHERN TERRITORY PUBLIC SECTOR

EMPLOYMENT CONTRACT

(Temporary Employees)

This Contract of Employment is made on the

..... day of2002

between

The Commissioner for Public Employment
(hereinafter referred to as “the Employer”)

[agency name and address]

and

[employee name and address]
(hereinafter referred to as “the Employee”)

Appointment

1. The designation to which the Employee is appointed: NTPS Apprenticeship
2. The period of this Contract is the period commencing on the _____ day of _____ 200__ and ending on the _____ day of _____ 200__ unless sooner terminated.

Remuneration

3. Subject to the terms and conditions of this Contract, the Employee shall be entitled to a salary of _____ [\$ per annum].

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 Determination No. 4 of 2002 of the Employer pursuant to section 34(4) of the *Public Sector Employment and Management Act*.

General Provisions

6. This Contract supersedes and replaces all other Contracts, understandings or arrangements relevant to the employment of the Employee prior to the execution of this Contract.

7. This Contract shall be governed by the law of the Northern Territory of Australia and shall be deemed to be made in the Northern Territory of Australia.

8. (a) All notices, consents, approvals, agreements or other communications by or to the respective parties to this Contract shall be in writing and shall be deemed to be duly given or made:

(i) in the case of delivery in person, or by post, when delivered; or

(ii) in the case of a facsimile transmission, on receipt by the sender of a written communication transmission report from the sending facsimile machine indicating successful transmission to the recipient's facsimile number, provided that if the time of dispatch is not before 4.00 pm on a day on which business is generally carried on in the place to which such communication is sent, it shall be deemed to have been received at the commencement of business on the next day on which business is generally carried out in that place;

to that party to which such communication is required or permitted or to be given under this Contract addressed to its address as shown in this Contract or at such address as the relevant addressee may specify for such purpose to the others by notice in writing.

(b) A written communication transmission includes a notice by facsimile transmission.

IN WITNESS WHEREOF this Contract was executed the day and year first before written.

SIGNED BY)
pursuant to section 25 of the)
Public Sector Employment)
And Management Act in)
the presence of:

SIGNED BY)
in the presence of:)