

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act

DETERMINATION NO. 8 OF 2008

I, KENNETH DONALD SIMPSON, the Commissioner for Public Employment, hereby revoke Determination Number 8 of 1996. In pursuance of section 34(1)(a) of the *Public Sector Employment and Management Act* (the Act), I hereby determine that the duties relating to the employment classifications specified in the 2007 – 2010 Power and Water Union Collective Agreement may be performed for a fixed period by a person appointed on a temporary basis under section 29 of the Act (a temporary employee).

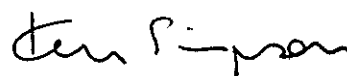
In pursuance of section 34(3) of the Act, I determine that a temporary employee may be employed to perform such duties for a period not exceeding 5 years.

In pursuance of section 34(4) of the Act, I determine that:

1. The terms and conditions of the 2007 – 2010 Power and Water Union Collective Agreement shall apply to a temporary employee employed in the Power and Water Corporation.
2. As detailed in Regulation 5 of the Public Sector Employment and Management Regulations, Parts 7 and 8 and sections 57 and 58 of the Act do not apply to a temporary employee.
3. A temporary employee shall retain accrued leave entitlements and continuity of service for the purpose of service based entitlements where there is no break in employment within the Public Sector.

Dated 20 MAY

2008



KEN SIMPSON
Commissioner for Public Employment

NORTHERN TERRITORY OF AUSTRALIA

NORTHERN TERRITORY PUBLIC SECTOR
(POWER AND WATER CORPORATION)

EMPLOYMENT CONTRACT

(Temporary Employees)

This Contract of Employment is made on the

..... day of20

between

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

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

and

.....
(hereinafter referred to as "the Employee")

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

Appointment

1. The designation to which the Employee is appointed is _____.
2. The period of this Contract is the period commencing on the _____ day of _____ 20__ and ending on the _____ day of _____ 20__ 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. 8 of 2008 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 send 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:)