

NORTHERN TERRITORY OF AUSTRALIA***Public Sector Employment and Management Act*****REVOCATION OF DETERMINATION 18 of 1994
and DETERMINATION 17 OF 1996**

I, KENNETH DONALD SIMPSON, the Commissioner for Public Employment, in pursuance of section 14(2) of the *Public Sector Employment and Management Act* and with reference to section 43 of the *Interpretation Act*, revoke Determination Number 18 of 1994 and Determination Number 17 of 1996.

DETERMINATION NUMBER 4 of 2013**FIXED PERIOD EMPLOYMENT IN ACCORDANCE WITH THE
NORTHERN TERRITORY PUBLIC SECTOR DISABILITY EMPLOYMENT
PROGRAM**

I, KENNETH DONALD SIMPSON, the Commissioner for Public Employment, in pursuance of section 14(2) and section 34 the *Public Sector Employment and Management Act* (the Act), and with reference to section 13(a) of the Act hereby determine that the classes of duties specified in the Schedule may be performed for a fixed period under section 29 of the Act.

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

In pursuance of section 34(4) of the Act, I determine that the terms and conditions of employment shall be as follows:

1. GENERAL

1.1. The terms and conditions of employment are as detailed in the enterprise agreement applying to the designations listed in the schedule.

1.2. In accordance with Regulation 4 of the *Public Sector Employment and Management Regulations*, Parts 7 and 8 and section 59A of the Act do not apply to or in relation to an Employee employed on a fixed period basis.

1.3. 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 2 (Probation);
- Employment Instruction Number 5 (Medical Examinations) – to the extent that provisions contained in that Employment Instruction relate to section 45 or 49B of the Act apply;
- Employment Instruction Number 6 – Employee Performance and Inability; and
- Employment Instruction Number 7 – Discipline.

1.4. Employment may be on a full time or part time basis.

2. DUTIES

2.1. Upon commencement of the contract the Employee shall be given a statement specifying the duties to be performed.

2.2. The statement referred to in clause 2.1 may be amended at any time.

3. SPECIAL CONDITIONS

Having regard to the special nature of the contract, including the creation of duties to enable employment under the Disability Employment Program, the Chief Executive Officer will determine, in consultation with the Employee and a representative from Project Employment at least one month prior to the expiry of the contract whether a further contract of employment is available.

4. INTERPRETATION

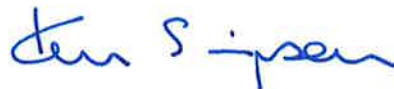
In this determination, unless otherwise stated or the context otherwise indicates:

“Chief Executive Officer” means the Chief Executive Officer of the Agency in which the Employee is placed from time to time.

“contract” means a contract made pursuant to this determination.

“Project Employment” means the agency funded by the Australian Government through the Disability Employment Services – Employment Support Service, responsible for providing effective employment assistance for job seekers with disability.

Dated 10 DECEMBER 2013



KEN SIMPSON
Commissioner for Public Employment

SCHEDULE

Those duties performed by persons holding the following designations whilst employed in pursuance of the Northern Territory Public Sector Disability Employment Program:

Designations

NTPS Agencies:

- Physical 1
- Physical 2
- Technical 1
- Administrative Officer 1

Power and Water Corporation:

- Trainee Band 1
- Trainee Technical Specialist

Darwin Port Corporation:

- Port Administrative Officer 1
- Port Service Worker 1

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NORTHERN TERRITORY OF AUSTRALIA

NORTHERN TERRITORY PUBLIC SECTOR

EMPLOYMENT CONTRACT

(NTPS Disability Employment Program

Fixed Period Employee)

This Contract of Employment is made on the

..... day of20....

between

The Commissioner for Public Employment

("the Employer")

.....

(show address for service of notices)

and

.....

("the Employee")

.....

(show address for service of notices)



Employment

1. The designation to which the Employee is employed is _____.
2. The period of this Contract commences on the _____ day of _____ 20__ and ends on the _____ day of _____ 20__, unless sooner terminated.

Remuneration

3. Subject to the terms and conditions of this Contract, the Employee is 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 Number 4 of 2013 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 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 have been 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


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- (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:)
 SIGNED BY:)
)
 _____) _____
 (print name) (signature of Employer / Delegate)

On [date] / /

SIGNED BY:)
)
 _____) _____
 (print name) (signature of Employee)

On [date] / /

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