

DET2009/148

2008/600

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act

REVOCATION OF DETERMINATION 24 OF 1993

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(a) of the *Interpretation Act*, revoke Determination Number 24 of 1993.

DETERMINATION NUMBER 3 OF 2009

I, KENNETH DONALD SIMPSON, the Commissioner for Public Employment:

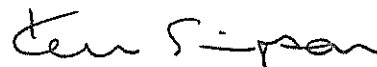
1. in pursuance of section 34(1)(a) of the *Public Sector Employment and Management Act* (the Act), determine that duties specified in the Schedule may be performed for a fixed period by a person appointed on a temporary basis under section 29(3)(b);
2. in pursuance of section 34(3) of the Act, determine that a person may be employed to perform duties for a period not exceeding 5 years;
3. in pursuance of section 34(4) of the Act, determine that the terms and conditions to apply to and in relation to the employment as a temporary employee shall be as follows:
 - a) Salary shall be in accordance with the provisions of the applicable Workplace Agreement made under the *Workplace Relations Act*, or a Determination of an Arbitral Tribunal.
 - b) An Employee shall give at least two weeks notice to the employer of termination of the contract.
 - c) 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 which does not apply.
 - d) 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

- e) 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 or in relation to an Employee employed on a temporary basis.
- f) All Employment Instructions issued by the Commissioner in pursuance of section 16 of the Act apply to the Employee with the exception of:
 - (i) Employment Instruction Number 5 - Medical Incapacity;
 - (ii) Employment Instruction Number 6 - Inability to Discharge Duties; and
 - (iii) Employment Instruction Number 7 - Discipline.
- g) The Employee shall retain accrued recreation leave, personal leave and continuity of service for the purpose of long service leave where there is no break in employment within the Public Sector.

This Determination does not apply to those employees to whom Determination Number 4 of 2009 applies.

Date: 18 FEBRUARY

2009



KEN SIMPSON
Commissioner for Public Employment

SCHEDULE

Duties performed by employees holding designations contained in the following Collective Agreements, and their successor agreements as certified from time to time:

Northern Territory Public Sector 2008-2010 Union Collective Agreement

Darwin Port Corporation (Northern Territory Public Sector) Union Collective Agreement 2006-2008

Darwin Port Corporation Marine Pilots' 2008 Union Collective Agreement

Northern Territory Public Sector Fire and Rescue Service 2007–2010 Partnership Agreement

Medical Officers (Northern Territory Public Sector) Workplace Agreement 2008-2010


Northern Territory Public Sector Teacher and Educator 2008-2010 Union Collective Agreement

2007 – 2010 Power and Water Union Collective Agreement

Northern Territory Public Sector Nurses' 2008 - 2011 Union Collective Agreement

Prison Officer (Northern Territory Public Sector) 2008 - 2011 Union Collective Agreement

Dental Officers (Northern Territory Public Sector) 2008 - 2011 Agreement


12/2/09

NORTHERN TERRITORY OF AUSTRALIA

**NORTHERN TERRITORY PUBLIC SECTOR
EMPLOYMENT CONTRACT**

(Temporary Employees)

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)

Appointment

1. The designation to which the Employee is appointed 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 No. 3 of 2009 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 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. (a) 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
 - (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.

IN WITNESS WHEREOF the parties have executed this contract:

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

On [date]) / /

pursuant to section 25 of the)
Public Sector Employment and)
Management Act, in the presence of:)
)
_____) (signature of witness)
(print name)

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

On [date]) / /

in the presence of:)
)
_____) (signature of witness)
(print name)