

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act 1993

REVOCATION OF DETERMINATION NUMBER 1003 OF 2020

I, VICKI TELFER, Commissioner for Public Employment, pursuant to section 14(2) of the *Public Sector Employment and Management Act 1993* and with reference to section 43 of the *Interpretation Act 1978*, revoke Determination Number 1003 of 2020.

DETERMINATION NUMBER 1053 OF 2021
(REISSUE)

NT Health Aboriginal Cadetship Program

I, VICKI TELFER, Commissioner for Public Employment, pursuant to section 14(2) of the *Public Sector Employment and Management Act 1993* (the Act) and with reference to section 13(a) of that Act, determine that:

1. A person employed under the NT Health Aboriginal Cadetship Program (ACP) shall be designated an Aboriginal Cadet (Cadet).
2. Pursuant to section 34(1)(a) of the Act, the duties of a Cadet may be performed for a fixed period by a person employed under section 29(3)(b) of the Act (a fixed period employee).
3. Pursuant to section 34(3) of the Act, a Cadet may be employed to perform duties for a period not exceeding 5 years.
4. Pursuant to section 34(4) of the Act, the terms and conditions of the Cadetship shall be as specified in Schedule 1 of this Determination.
5. On completion of the ACP, a Cadet may be employed in accordance with Public Sector Instrument 1124.
6. This Determination will cease to have effect from 30 June 2025 unless revoked sooner.

Dated 17/7/23



VICKI TELFER
Commissioner for Public Employment

SCHEDULE 1

1. A Cadet shall:
 - a) have successfully completed their first year of an undergraduate degree and be undertaking full time study at an Australian university; and/or
 - b) be undertaking Honours/Masters studies as part of their first undergraduate degree; or
 - c) be undertaking other post graduate studies required for entry to practice in a profession relevant to NT Health.
2. A Cadet shall comply with the requirements of the NT Health Aboriginal Cadetship Program terms and conditions and the terms and conditions specified in this Schedule and the Northern Territory Public Sector Employment Contract (the Contract).
3. A Cadet shall give at least two weeks of notice to the employer of termination of the Contract.
4. A Cadet will be:
 - on leave without pay during the academic periods of the Cadetship;
 - during the period of the on-the job work placement be:
 - subject to the *Public Sector Employment and Management Act 1993*, its subordinate legislation, and the NTPS 2017-2021 Enterprise Agreement; and
 - if employed on a fixed period basis with the NTPS, employed at the Administrative Officer level 2 (AO2); or
 - if employed on an ongoing basis with the NTPS, employed at their nominal NTPS level.
5. The Contract will terminate if a Cadet:
 - breaches the terms of this Schedule or the employment contract
 - does not achieve the minimum academic requirements to pass in their studies or
 - performs unsatisfactorily in their on-the-job work placement.
6. If the contract is terminated and an overpayment occurs, the Department may initiate debt recovery in accordance with Financial Management Regulation 5(1).
7. The Cadet must:
 - a) provide verification of their Aboriginal or Torres Strait Islander status;
 - b) verify they meet the study eligibility criteria for the Cadetship;
 - c) provide a National Police Certificate via NT Safe and a Working with Children Clearance (Ochre Card) within two months of commencing the ACP.
 - d) attend the 12 week on-the-job placements facilitated by the Department and achieve a satisfactory standard of work performance during the placement;
 - e) maintain satisfactory progress in their course of study;

- f) immediately notify the Department if issued an Under Review Notice from their university/training institution;
 - g) immediately notify the Department of any changes in their circumstances that may affect Cadetship eligibility;
 - h) provide copies of their academic results and proof of enrolment at the completion of each semester;
 - i) provide a copy of their academic transcript and the University or training institution's correspondence showing the Cadet's eligibility to be admitted to a specified qualification on completion of the course of study;
 - j) within three months of commencing, provide documentation demonstrating compliance with requirements under the *Worker Immunisation against Specified Vaccine Preventable Diseases NT Health Policy*; and
 - k) show documentation demonstrating compliance with Chief Health Officer's Directions (No.55) of 2021, regarding COVID-19 vaccination status.
8. The Cadet shall be entitled to:
- a Study Allowance of \$1,200.00 per fortnight (less tax) for 40 weeks to undertake the study component of their degree (not paid during on-the-job placements);
 - a book allowance of \$1,000.00 (GST exclusive) per annum, to be dispersed in two payments of \$500.00 at the start of each semester;
 - an incentive payment of \$4,000 per annum (less tax) to be dispersed in two payments of \$2,000.00 at the end of each semester on receipt of semester results and subject to maintaining a minimum pass grade in at least four (4) units per semester; and
 - where the Cadet is studying interstate, two (2) return airfares per annum to undertake the on-the-job work placements.
 - These entitlements will only be paid for the minimum time required to complete a degree studying a standard full-time study load unless otherwise approved by the Chief Executive Officer of the Department of Health.
9. The period of leave without pay shall count as service for the accrual of long service leave but shall not count for the accrual of recreation leave or personal leave.
10. A Cadet shall, 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.
11. Other 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.
12. 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.
13. All Employment Instructions issued by the Commissioner under section 16 of the Act apply to a Cadet with the exception of:
- Employment Instruction Number 5 – Medical Examinations;

- Employment Instruction Number 6 – Performance and Inability.

NORTHERN TERRITORY OF AUSTRALIA

NORTHERN TERRITORY PUBLIC SECTOR

EMPLOYMENT CONTRACT

**NT HEALTH ABORIGINAL CADETSHIP PROGRAM
(Fixed Period Employee)**

This Contract of Employment is made on the
..... day of20....

between

The Commissioner for Public Employment
("the Employer")

Department of Health

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

and

.....
("the Employee")

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

Employment

1. The designation to which the Employee is employed is Aboriginal Cadet, as set out in Determination Number 1053 of 2021.
2. The period of this Contract is for the duration of the NT Health Aboriginal Cadetship Program, commencing 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 shall be paid:
 - (a) A Cadet Study Allowance of twelve hundred dollars (\$1,200) per fortnight for 40 weeks per year; and
 - (b) Salary at a rate applicable to an Administrative Officer level 2 (AO2) per annum during the period of on-the-job work placement.

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 Number 1053 of 2021 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)