

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act

REVOCATION OF DETERMINATION NUMBER 16 OF 2015

I, JOANNE NORTON, Acting 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 16 of 2015.

DETERMINATION NUMBER 18 OF 2023

FIXED PERIOD EMPLOYMENT – TERRITORY GENERATION

I, JOANNE NORTON, Acting 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 relating to the employment classifications specified in the *2022-2026 Territory Generation Enterprise Agreement* and its successors may be performed for a fixed period by a person employed under section 29(3)(b) of the Act (a fixed period employee);
2. In pursuance of section 34(3) of the Act, determine that a person may be employed to perform duties for a period:
 - a) not exceeding 5 years where the duties are covered by an exception set out in Division 5 of Part 2-9 of the *Fair Work Act 1999* (Cth); or
 - b) not exceeding 2 years if the duties are not covered by an exception referred to in subparagraph (a).
3. In pursuance of sections 14(2), 34(4) and 34(5) of the Act and with reference to section 13(a) of the Act, determine that fixed period duties may be renewed as follows:
 - a) where not covered by an exception set out in Division 5 of Part 2-9 of the *Fair Work Act 1999* (Cth), the duties may be renewed on no more than one occasion provided
 - (i) the duties to be performed by the employee during each renewal period must be the same duties that were performed by the employee during the original period of employment;

- (ii) if the employee's original period of employment was six months or less – the total duration of the original period of employment and each renewal period must not exceed two years; and
 - (iii) if the employee's original period of employment was greater than six months – the total duration of the original period of employment and each renewal period must not exceed five years; or
- b) where not covered by an exception set out in Division 5 of Part 2-9 of the *Fair Work Act 1999* (Cth), the duties may be renewed on no more than one occasion provided:
- (i) the duties to be performed by the employee during each renewal period must be the same duties that were performed by the employee during the original period of employment; and
 - (ii) the original contract and its renewal are for a period of no greater than 2 years.
4. in pursuance of section 34(4) of the Act, determine that:
- a) The terms and conditions of the *2021-2026 Territory Generation Enterprise Agreement* and its successors shall apply to a fixed period employee employed in Territory Generation.
 - b) As detailed in Schedule 1 of the Public Sector Employment and Management Regulations, Parts 7 and 8 and section 59A of the Act, and the Public Sector Employment and Management By-laws, do not apply.
 - c) The Employment Instructions apply with the exception of:
 - (i) Employment Instruction Number 6 - Performance and Inability.
 - d) 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.
5. This Determination will expire 5 years from the date signed, unless revoked sooner.

Dated 7 December 2023



ADJ. PROFESSOR JOANNE NORTON
Acting Commissioner for Public Employment

Note: This determination is to be read in conjunction with Part 5 of the Public Sector Employment and Management Act and associated Employment Instructions and Guidelines regarding the Filling of Vacancies, including Commissioner's Guideline: Fixed Period Employment.

NORTHERN TERRITORY OF AUSTRALIA

NORTHERN TERRITORY PUBLIC SECTOR

EMPLOYMENT CONTRACT

(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 18 of 2023 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) in the case of delivery in person, or by post, when delivered; or

- (ii) In the case of e-mail or facsimile transmission – on receipt by the sender of a written communication transmission report from the sender's e-mail account or from the sending facsimile machine indicating successful transmission to the recipient's e-mail address or facsimile number, as the case may be, provided 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] / /

NORTHERN TERRITORY OF AUSTRALIA

NORTHERN TERRITORY PUBLIC SECTOR

EMPLOYMENT CONTRACT

(Fixed Period Employee)

(Multiple Employment Arrangement)

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 18 of 2023 of the Employer pursuant to section 34(4) of the *Public Sector Employment and Management Act*.

General Provisions

6. This Contract is intended by the Employer to result in or form part of a multiple employment arrangement for the purposes of Section 38A of the *Public Sector Employment and Management Act*, in which case this Contract and any other Contracts, understandings or agreements relevant to the employment of the Employee by the Employer will operate contemporaneously with and independent of each other.
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) in the case of delivery in person, or by post, when delivered; or
- (ii) In the case of e-mail or facsimile transmission – on receipt by the sender of a written communication transmission report from the sender’s e-mail account or from the sending facsimile machine indicating successful transmission to the recipient’s e-mail address or facsimile number, as the case may be, provided 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] / /