

NORTHERN TERRITORY OF AUSTRALIA

Public Sector Employment and Management Act

REVOCATION OF DETERMINATION NUMBER 2 OF 2012

I, JOANNE NORTON, the Acting Commissioner for Public Employment, in pursuance of 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 2 of 2012.

DETERMINATION NUMBER 15 OF 2023

FIXED PERIOD EMPLOYMENT

I, JOANNE NORTON, the Acting Commissioner for Public Employment:

1. in pursuance of section 34(1)(a) of the *Public Sector Employment and Management Act 1993* (the Act), determine that duties specified in the Schedule 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 if 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 section 34(4) of the Act, determine that the terms and conditions to apply to and in relation to a fixed period employee are as follows:
 - (a) Salary shall be in accordance with the provisions of the applicable enterprise agreement in the Schedule or its successor.
 - (b) The employee shall give at least two weeks' notice to the employer of termination of the contract.
 - (c) The Public Sector Employment and Management By-laws apply with the exception of By-law 29 Temperate Clothing Allowance.
 - (d) As detailed in Schedule 1 of the Public Sector Employment and Management Regulations, Parts 7 (Employee performance and inability) and 8 (Discipline) and section 59A (Appeals about inability, performance and discipline decisions) of the Act do not apply.

- (e) The Employment Instructions apply with the exception of:
 - (i) Employment Instruction Number 6 - Performance and Inability.
- (f) 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.

4. 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

SCHEDULE

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

Northern Territory Public Sector 2021 - 2025 Enterprise Agreement

Northern Territory Public Sector Frances Bay Marine Facility Port Service Worker 2018 – 2022 Enterprise Agreement

Medical Officers' Northern Territory Public Sector 2021 - 2025 Enterprise Agreement

Northern Territory Public Sector Fire and Rescue Service 2021 - 2025 Enterprise Agreement

Northern Territory Public Sector Non-Contract Principals, Teachers and Assistant Teachers' 2021 - 2024 Enterprise Agreement

Northern Territory Public Sector Nurses and Midwives' 2022 - 2026 Enterprise Agreement

Correctional Officer (NTPS) 2021 - 2025 Enterprise Agreement

Northern Territory Public Sector Dental Officers' 2022 - 2026 Enterprise Agreement

NTPS Aboriginal Health Practitioner 2022 - 2025 Enterprise Agreement

2021 - 2025 Jacana Energy Enterprise Agreement



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 15 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 Emp.3

loyer / 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 15 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] / /

