

## NORTHERN TERRITORY OF AUSTRALIA

### *Public Sector Employment and Management Act*

#### DETERMINATION NO. 9 of 2002

I, JOHN DOUGLAS KIRWAN, the Commissioner for Public Employment for the Northern Territory, determine that pursuant to my powers under section 14 of the *Public Sector Employment and Management Act*, and in accordance with section 13(a) of that Act, that:

1. A person undertaking the National Indigenous Cadetship Program shall be designated an Indigenous Cadet (the Cadet);
2. In pursuance of section 34(1)(a) of the Act, the duties of a Cadet may be performed for a fixed period by a person appointed on a temporary basis under section 29 of the Act;
3. In pursuance of section 34(3) of the Act, a Cadet may be employed on a temporary basis for a period not exceeding 4 years; and
4. In pursuance of section 34 (4) of the Act, the terms and conditions of the Cadetship and the terms and conditions of employment shall be as specified in Schedule 1; and
5. A Cadet will be employed in accordance with Public Sector Instrument No. 10.

Dated \_\_\_\_\_, 2002

*(Original signed 18 November 2002)*

JOHN KIRWAN  
Commissioner for Public Employment

## SCHEDULE 1

1. An Indigenous Cadet (the Cadet) shall comply with the requirements of the “National Indigenous Cadetship Project Employer’s Agreement” (NICPEA) and the Northern Territory Public Sector Employment Contract (the Contract).
2. A Cadet shall give at least two weeks notice to the employer of termination of the Contract.
3. A Cadet will be:
  - on leave without pay during the academic periods of the Cadetship; and
  - employed at the Administrative Officer level 2 (AO2) during the on-the-job work placement period each year.
4. The Contract will terminate on the occasion of either of the following events:
  - The Cadet breaches a term of the Cadets Obligations as set out at Clause 3 of the Terms and Conditions of the National Indigenous Cadetship Program Project Employer Agreement (NICPEA);
  - the Cadet does not achieve the minimum academic requirements to pass in their studies;
  - the Cadet performs unsatisfactorily in their on-the-job work placement; or
  - the National Indigenous Cadetship Program (NICP) agreement is terminated by the Commonwealth in accordance with Clause 14 of the Terms and Conditions of the NICPEA.
5. The Cadet shall be entitled to:
  - a fortnightly Study Allowance as determined under the National Indigenous Cadetship Program;
  - reimbursement or payment of HECS fees;
  - reimbursement of relevant book and equipment costs;
  - compulsory course costs; and
  - fares assistance, if applicable.
6. 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 sick leave.
7. 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.
8. 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.
9. As detailed in Regulation 5 of the Public Sector Employment and Management Regulations, Parts 7 & 8 and sections 57 and 58 of the Act do not apply to or in relation to a Cadet employed on a temporary basis.

10. All Employment Instructions issued by the Commissioner pursuant to section 16 of the Act apply to the Cadet with the exception of:

- Employment Instruction Number 5 – Medical Incapacity;
- Employment Instruction Number 6 – Inability to Discharge Duties; and
- Employment Instruction Number 7 – Discipline.

---

---

**NORTHERN TERRITORY OF AUSTRALIA  
NORTHERN TERRITORY PUBLIC SECTOR  
EMPLOYMENT CONTRACT**

**NATIONAL INDIGENOUS CADETSHIP PROGRAM  
(Temporary Employee)**

This contract of Employment is made on the \_\_\_\_\_ of **2002** between

The Commissioner for Public Employment  
(hereinafter referred to as “the Employer”)  
**OFFICE OF THE COMMISSIONER FOR PUBLIC EMPLOYMENT  
GPO BOX 4371, DARWIN, NT, 0801**

and

*NAME*  
(hereinafter referred to as “the Employee”)

*ADDRESS*

Appointment

1. The designation to which the Employee is appointed is Indigenous Cadet as set out in Determination No. 9 of 2002.
2. The period of this Contract is for the duration of the National Indigenous Cadetship Program, commencing on the ..... day of ..... 20.... and ending 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 minimum Study Allowance rate of **\$12,000** per annum during the period of study leave; and
  - (b) Salary at a rate applicable to 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 as 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 No. 9 of 2002 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 shall be governed by the laws of the Northern Territory of Australia and shall be deemed to be 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 shall be in writing and shall be deemed 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 a facsimile transmission, on receipt by the sender of a written communication transmission report from the sending facsimile machine indicating successful transmission to the recipient's facsimile number, provided that if the time of dispatch is not before 4.00pm on a day on which business is generally carried on in the place to which such communication is sent, it shall be deemed to have been received at the commencement of business on the next day on which business is generally carried out in that place; to the party to which such communication is required or permitted or to be given under this Contract addressed to its address as shown in this Contract or at such address as the relevant addressee may specify for such purpose to the others by notice in writing.
- (b) A written communication transmission includes a notice by facsimile transmission.

IN WITNESS WHEREOF this Contract was executed the day and year first before written.

**SIGNED BY DELEGATE** ) .....

Pursuant to section 25 of ) Chief Executive Officer or Delegate

The *Public Sector* )

*Employment and Management* )

Act in the presence of: ) .....

Witness

Dated ) ..... day of ..... 2002

**SIGNED BY NAME** ) .....

Employee

In the presence of: )

)

) .....

Witness

Dated ) ..... day of ..... 2002