

NORTHERN TERRITORY OF AUSTRALIA

*Public Sector Employment and Management Act***REVOCATION OF DETERMINATION NUMBER 7 OF 2012**

I, CRAIG JOHN ALLEN, 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 of the *Interpretation Act*, revoke Determination Number 7 of 2012.

DETERMINATION NUMBER 4 OF 2017**NTPS APPRENTICES and TRAINEES - FIXED PERIOD EMPLOYMENT**

I, CRAIG JOHN ALLEN, 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 the classes of duties of Northern Territory Public Sector (NTPS) Apprenticeship, NTPS Traineeship and NTPS School-Based Traineeship may only be performed for a fixed period by a person appointed on a temporary basis under section 29(3)(b) of the Act;
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 of employment to apply are as follows:
 - (a) Salary shall be paid in accordance with Determination Number 3 of 2017, or its successor.
 - (c) In accordance with the Act, the notice of termination required to be given by an employee to the employer is 14 days. The Chief Executive Officer may accept a lesser period.
 - (d) An employee shall be subject to and comply with the requirements of the National Apprenticeship or Traineeship Training Contract (the Training Contract).
 - (e) Except in the case of a School-Based Traineeship, the Chief Executive Officer, or delegate, may approve annual salary progression for the employee subject to the employee satisfying the relevant performance criteria as defined by the requirements of the Training Contract.

- (f) Where the Training Contract is terminated, the employment under this determination shall terminate.
- (g) The Public Sector Employment and Management By-laws apply with the exception of By-law 29, Temperate Clothing Allowance and By-law 36, Increments.
- (h) The Public Sector Employment and Management Regulations, Parts 7 and 8 and section 59A of the Act do not apply.
- (i) The Employment Instructions apply with the exception of:
 - (i) Employment Instruction Number 6 - Employee Performance and Inability; and
 - (ii) Employment Instruction Number 7 - Discipline.
- (j) 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.

Dated 27 July 2017



CRAIG ALLEN
Commissioner for Public 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 _____ (NTPS Apprenticeship or NTPS Traineeship or NTPS School-Based Traineeship).
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 4 of 2017 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) 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:)
 SIGNED BY:)
)
 _____) _____
 (print name) (signature of Employer / Delegate)

On [date] / /

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

On [date] / /

