

DEPARTMENTAL PERSONNEL INSTRUCTION NO 3/2004

5 August 2004

Note: These instructions are of a permanent nature and remain in force until cancelled. They should be reviewed by the sponsor every three years and repromulgated only where a significant change of content is necessary. Publications can be accessed on the Defence Intranet at <http://defweb.cbr.defence.gov.au/home/documents/departme.htm>

INDIGENOUS CADETSHIPS IN THE DEPARTMENT OF DEFENCE

PURPOSE

1. The purpose of this instruction is to provide the Services, Groups and Indigenous Cadets and their managers with policy guidance on the implementation of the National Indigenous Cadetship Project (NICP) in the Department of Defence (Defence).
2. This instruction supplements the Department of Employment and Workplace Relations' (DEWR) Guide on the NICP. The guide contains further information on recruitment processes, personnel administration, conditions of service and advancement of cadets on completion of training. This guide is available from the Defence Equity Organisation (DEO).

POLICY

3. Defence has a commitment to equity and diversity in its workplace. As part of this commitment, Defence participates in the NICP to provide employment and career development opportunities for Indigenous Australians. The aim of Defence's participation in the program is to contribute to creating a diverse workplace that is representative of the Australian community.

BACKGROUND

4. The NICP provides for the recruitment and education of Indigenous Australians for professional careers within the Australian Public Service (APS), and sponsorship for full-time academic study in an approved course.
5. DEWR centrally administers the NICP through the Indigenous Employment Program. The DEO oversees the implementation of the NICP within Defence.
6. The aims of the NICP are to:
 - a. offer opportunities for Indigenous Australians to obtain the necessary accreditation and/or qualifications to enable them to be employed across a wide range of professional positions within the APS; and
 - b. increase the number of Indigenous Australians represented in professional and management positions throughout the APS.

DEFINITION OF AN INDIGENOUS AUSTRALIAN

7. An Indigenous Australian is a person of Australian Aboriginal or Torres Strait Islander descent; identifies as an Australian Aboriginal or Torres Strait Islander; and is accepted as such by the community in which they live or have lived.

SPONSORING A CADET

8. Each year, the DEO will ask the Groups and Services to consider participation in the program through sponsorship of a cadet. Sponsoring Groups or Services are to create an APS Level 1 position and hold the cadet substantively against that position until the cadet is advanced to a higher position.
9. Cadets are required to participate in practical on-the-job training relevant to their studies during the holiday period between academic years and any other period necessary to complete the practical components of their course. The Group or Service sponsoring the cadet is to arrange this training taking into account the annual leave entitlements of the cadet.

COURSES OF STUDY

10. Cadetships may be offered to an Indigenous Australian pursuing a tertiary course in one of the following areas:

Administration	Accounting
Business Studies	Commerce
Communications	Community Welfare
Economics	Financial Management
Engineering (Excluding Civil Engineering)	Health and Medical Studies
Human Resource Management	Humanities
Information Management	Information Technology
Journalism	Law
Mathematics	Physics
	Science

11. Groups or Services who wish to sponsor a cadet undertaking studies in other disciplines should contact the Staff Officer (SO) Aboriginal and Torres Strait Islander Program (ATSIP) in the DEO. SO ATSIIP will liaise with the DEWR to determine if approval can be provided for the proposed course.

SELECTION PROCESS

12. DEWR screens applications to ensure they meet eligibility requirements. SO ATSIIP shortlists applications and provides the shortlist to the sponsoring Group or Service. Preference will be given to applicants who have successfully completed the first year of their enrolled degree.

13. The sponsoring Group or Service is to convene a selection panel to interview short-listed applicants. The selection panel is to include one Indigenous Australian employee. The Manager of Diversity, Disability and Indigenous Issues, representing the DEO, will chair the panel where practicable. The panel will list applicants in order of merit, taking into consideration performance at interview, the written application and referee reports.

14. The Manager ATSIIP is to advise sponsoring Groups or Services of the applicants who accept the offer of a cadetship in Defence. The Manager ATSIIP is to liaise with Civilian Recruitment and the sponsoring Group or Service regarding engagement and commencement arrangements for cadets.

ENGAGEMENT PROCESS

15. Cadets will be substantively engaged in an ongoing APS Level 1 position in the sponsoring Group or Service. They will be actually placed with the DEO for administrative purposes, but it should be noted that under no circumstances they will be offered work or a position within the DEO. Neither will DEO continue paying the cadet's salary once they have resigned or been removed from the program. On completion of the course of study and final work placement the cadet will be transferred actually to their substantive position in their sponsoring Group or Service.

16. In order to effect these administrative requirements, the following forms are to be completed:

- a. Form AB 151—*Civilian Movement or Additional Responsibility Pay* (see [annex A](#)), by the sponsoring Group or Service and the DEO.
- b. Form AD 127—*National Indigenous Cadetship Project Workplace Agreement* (see [annex B](#)), by the sponsoring Group or Service.
- c. NICP Employer's Agreement by Manager ATSIIP and the cadet.

17. Successful applicants who are not already APS employees will be engaged to the APS as an ongoing employee, in accordance with section 22(2)(a) of the *Public Service Act 1999*.

18. Cadets will serve on probation for the duration of the cadetship and a further period of three months upon advancement. Depending on the particular requirements of the sponsoring Group or Service, the Defence letter of offer may include provisions for negotiating an extension beyond three months, up to a maximum of six months, of the probationary period cadets will serve upon advancement.

MENTORING AND SUPPORT FOR CADETS

19. The person who manages the NICP for the sponsor Group or Service (cadet manager) and supervisors from each cadet's work placement area are required to attend an information session coordinated by the DEO prior to the cadet commencing their work placement each year. This session will include information about conditions of the NICP, supervisor responsibilities and Indigenous Cultural Awareness Training. The DEO will advise the cadet managers of the sponsor Group or Service of session schedules.

20. The DEO has arranged for mentoring to be available for cadets for the duration of their cadetship. Supervisors are required to support this process within the flexible working arrangements of the current DECA to ensure that cadets are available to meet with their mentor(s) on a regular basis during their work placement.

21. It is the workplace supervisors' responsibility to ensure that their cadet is given a comprehensive induction to Defence, their Sponsor Group or Service and their team.

22. From the outset of their cadetship, cadets are to be considered an integral part of their Group or Service. Arrangements for keeping cadets abreast of issues affecting them as employees of Defence must be in place for the duration of the cadet's time away from the Defence workplace.

23. Responsibility for keeping cadets informed will be shared by DEO and the sponsoring Groups and Services. DEO is responsible for keeping cadets informed about NICP-related administrative issues. Sponsoring Groups and Services are responsible for informing cadets about conditions and mechanism specific to their workplace.

PRACTICAL TRAINING ARRANGEMENTS

24. The sponsoring Group or Service is to arrange appropriate on-the-job training placements during the practical component (twelve weeks) of the cadetship. The cadet's supervisor during this period should be made aware of the NICP requirements. It is recommended that supervisors liaise with DEO prior to the training period.

25. The sponsoring Group or Service is responsible for administrative arrangements, including the payment of relevant allowances, for the work placement component of the cadetship.

26. Cadets are not required to return to duty during mid semester or mid-year breaks as these periods provide an essential rest from formal study routines and the opportunity to concentrate on assignments. However, short-term placements may be arranged after negotiation with the cadet, the sponsoring Group or Service and the DEO.

27. Cadets are required to utilise leave arrangements where there is a period of inactivity between the end of the study year and the beginning of the work placement, or the end of the work placement and the beginning of the new study year. This is to apply where an extension of the twelve-week work placement has not been negotiated with the sponsoring Group or Service and the DEO.

FINANCIAL ADMINISTRATION

28. The DEO is responsible for the payment of a cadet's book allowance, compulsory university fees and Higher Education Contribution Scheme (HECS) liability.

29. The cadet is entitled to a book allowance to the value of \$650.00 per annum. The DEO will arrange for this amount to be paid to the cadet as soon as the process of engagement is finalised and thereafter at the beginning of each academic year.

30. The book allowance will only be used for study related purposes, such as purchasing textbooks, subject notes, photocopying and stationary.

31. The DEO will only pay for HECS liability incurred during the term of their cadetship with Defence.

32. Once cadets are notified that they will be sponsored by Defence under the NICP and have enrolled for the semester they must provide the DEO with the appropriate invoice necessary to pay the HECS fees in advance. Cadets must forward them within the first two weeks of each semester. Otherwise the HECS fees occurring may become a responsibility of the cadet. The DEO will pay the HECS fees directly to the relevant university or accredited educational institution.

33. If a cadet withdraws from a unit after the census date but before the failure date set by his or her educational institution this late withdrawal constitutes a failure and the HECS fee occurring as a result of the repetition of the unit becomes a responsibility of the cadet.

ACADEMIC FAILURE AND WITHDRAWAL

34. Any academic failure will result in a DEO review of the applicant's eligibility to continue with the cadetship program. The DEO will determine this on a case-by-case basis.

35. If a medical condition has contributed towards the applicant's academic failure, the cadet is required to provide the DEO with sufficient medical evidence to support their case.

36. The DEO will review case-by-case the cadet's HECS responsibility if the cadet withdraws from a study unit after their educational institution's census date thus incurring a HECS fee on the withdrawn unit.

37. If a cadet resigns from the cadetship program they must inform the manager ATSIP of DEO in writing within ten working days. Consequently, the applicant's cadetship will be terminated. This will also result in the removal of the cadet from their actual position in the DEO, and their nominal position in the relevant Group or Service.

38. The cadet is responsible for payment of HECS for a failed unit that must be repeated in subsequent semesters. If the failed unit is an elective that can be replaced by another elective the cadet remains responsible for payment of HECS for that replacement unit.

39. If the cadet fails more than three units during their degree they will be removed from the cadetship program immediately.

40. The DEO is responsible for the payment of salary while the cadet is placed actually in the DEO. DEWR will reimburse the DEO on a six-monthly basis for the full-time study component of the salary. The rates of reimbursement for a cadet's salary are based on APS award rates. DEWR will not reimburse employer's superannuation contributions, workers' compensation or HECS payments.

41. The DEO is responsible for advising the Defence Pay Centres of a cadet's change in salary prior to the on-the-job-training period. Cadet salaries for the full-time study component and the practical on-the-job training periods are based on the current Defence Employees Certified Agreement.

42. The sponsoring Group or Service will only pay the full salary rate applicable to each cadet during the work placement component of the cadetship for a period of twelve weeks. An extension of the twelve-week work placement may be arranged after negotiation with the cadet, the sponsoring Group or Service and the DEO.

43. Cadets are eligible to receive the same employment entitlements as other Defence APS employees. For further information refer to the current DECA.

TRAVEL, ACCOMMODATION AND RELOCATION

44. The sponsoring Group or Service is responsible for payment of fares, Temporary Accommodation Allowance (TAA) and Travel Allowance and any other applicable allowances if cadets are required to undertake on-the-job training at a locality other than where they are studying. TAA is to be paid at the weekly allowance rate. For further information refer to the current DECA and the *Defence Workplace Relations Manual* (DRB 19).

45. The sponsoring Services or Groups are responsible for the costs of accommodating the cadet during their on-the-job training period. Cadets should be accommodated in a fully self-contained unit. When selecting accommodation sponsoring Groups or Services should consider:

- a. proximity to the Defence establishment at which the cadet is undertaking training,
- b. proximity to public transport,
- c. proximity to recreational facilities, and
- d. safety and security of the cadet.

46. The DEWR will reimburse partial costs of travel and accommodation as per the DEWR's Guide on the NICP.

47. The sponsoring Group or Service is responsible for relocation costs if cadets are required to relocate in order to take up their ongoing placement at the completion of the cadetship. For further information on employee relocation refer to the current DECA and DRB 19.

MONITORING ACADEMIC PROGRESS AND PERFORMANCE MANAGEMENT

48. Defence is required to provide the DEWR with yearly progress reports for each cadet. Form AD 130—*National Indigenous Cadetship Project Indigenous Cadet Yearly Progress Report* (see [annex D](#)) is to be completed in March by the SO ATSIP, the sponsoring Group or Service and the cadet.

49. Progress is considered unsatisfactory when a cadet fails a unit, or performs poorly in any aspect of their cadetship in the opinion of the sponsoring Group or Service and the DEO, or when the cadet fails to demonstrate any of the following:

- a. the required standard of ability;
- b. a satisfactory level of diligence and efficiency; or
- c. commitment to the APS Values and/or Code of Conduct.

50. A cadet who fails to achieve satisfactory academic progress may risk their cadetship being terminated, or continued under modified conditions, as approved by the relevant personnel authority in consultation with the DEO. Special circumstances may be taken into consideration provided cadets notify the DEO of individual circumstances within one week of these circumstances arising.

51. The cadet will be provided with reasons as to why this action may be taken and also given the opportunity to respond to these reasons before the decision is made to terminate their cadetship or continue it under modified conditions.

52. During the practical on-the-job training period the cadet's workplace supervisor must ensure that they enter into a Civilian Performance Framework agreement (Plan on a Page) with the cadet for the duration of the work placement.

CADET PLACEMENT AFTER COMPLETION OF THE CADETSHIP

53. Cadets will not be advanced until the sponsor Group or Service receives official confirmation of academic results. This must be in the form of a certified true copy or an original copy of an institution-specific notice or academic transcript indicating successful completion of their degree. A copy of the confirmation should also be forwarded to DEO for their records.

54. The sponsoring Group or Service is responsible for all administrative arrangements for the cadet's advancement. This will be to an ongoing APS Level 3 position (or higher as determined by the sponsoring Group or Service.)

55. Probationary reports, once a cadet has been advanced, are the responsibility of the Sponsoring Group or Service.

56. For details on the advancement of cadets refer to the current DECA or contact the DEO.

GENERAL ADMINISTRATION

57. Cadets have the same leave entitlements as other Defence APS employees. Cadets may contact the Defence Service Centre—Cooma with inquiries about their leave entitlements.

58. As the area to which the cadet is actually placed with during the cadetship, the DEO has responsibility for approving leave. Leave arrangements are to be negotiated with the cadet's sponsoring Group or Service or work placement supervisor and the DEO.

59. As ongoing APS employees engaged by Defence, cadets should be made aware of their obligations to uphold the APS and Defence Values and to comply with the APS Code of Conduct.

60. The responsibilities of the sponsoring Services or Groups, cadets and the DEO are explained in [annexes E, F, and G](#).

PRIVACY AND MANAGING PERSONAL RECORDS

61. The administration of NICP cadets will generate documentation containing personal information as defined in section 6 of the *Privacy Act 1988*. It is essential that adequate records be maintained of NICP participants' academic progress.

62. The DEO and the cadet manager for the sponsoring Group or Service will hold certified true copies of cadets' academic results in order to satisfy the Commonwealth's requirement for financial accountability. This is to ensure that funding is being utilised in an appropriate manner to complete approved courses of study and to make appropriate work placement matches for the cadets. The DEO may also use the information without identifying specific cadets for statistical purposes, in comparing the progress of the NICP and Defence Indigenous Study Award over time. The DEO will not disclose personal details about academic results to any other agency without the consent of the cadet.

63. Defence records are kept in accordance with:

- a. DI(G) ADMIN 27-1—*Freedom of Information Act 1982—Implementation in the Department of Defence*,
- b. DI(G) ADMIN 27-2—*Implementation of the Access Provisions of the Archive Act 1983 in the Department of Defence*; and
- c. Chapters in the DRB 19 on the Privacy Act and Managing Personal Records.

64. **Privacy Act 1988.** This Act prevents the use of personal information in any manner other than the purpose for which it was provided. Personal information means information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual, whose identity is apparent, or can reasonably be ascertained, from the information or opinion. If uncertain, obtain legal advice.



D.S.M. ROCHE
Brigadier
Director-General Career Management Policy

Annexes:

- A. [National Indigenous Cadetship Project Employer Agreement](#)
- B. [Form AB 151—Civilian Movement or Additional Responsibility Pay](#)
- C. [Form AD 127—National Indigenous Cadetship Project Workplace Agreement](#)
- D. [Form AD 130—National Indigenous Cadetship Project Indigenous Cadet Yearly Progress Report](#)
- E. [National Indigenous Cadetship Project](#)
- F. [Cadet responsibilities](#)
- G. [Defence Equity Organisation responsibilities](#)
- H. [Funding responsibility arrangements](#)

DISTRIBUTION: SDL 1, 2, 3, 4, 6, 9A, 12, 14

EARLIER DEPARTMENTAL PERSONNEL INSTRUCTION CANCELLED: 2/2004

NATIONAL INDIGENOUS CADETSHIP PROJECT EMPLOYER AGREEMENT

Department of Employment and Workplace Relations (DEWR) ABN 40 376 416



Indigenous Employment Policy (IEP)

Indigenous Employment Policy



National Indigenous Cadetship Project Employer Agreement

Privacy Statement

The information collected on this form is used by DEWR to decide whether National Indigenous Cadetship Project assistance should be provided. It is also used for programme administration (including debt recovery), research, evaluation and monitoring purposes.

Item 1 – Employer's Details

Registered (legal) name (name of company, partnership)

Trading name (if different to registered name)

Postal address

Postcode

Australian Business Number (ABN -11 Characters)

 (Compulsory)

Is your business registered for GST purposes?

No Yes

Nature of business

Contact person

Telephone number

 ()

Facsimile number

 ()

Email address

Item 2 – Direct Credit Payment of Financial Assistance

Full name of the account

Account Type:

Bank Credit Union Building Society

Full name of bank, credit union or building society

Full name of branch where account is held

Bank / Branch code number
(BSB code – six digits)

Account number

Item 3 – Cadet's Details

Family name

First given name

Initials of other given names

Date of birth

 / /

Postal address

Postcode

Item 4 – Cadetship Plan

Job title

Duties

Educational institution

Course of study

Proposed commencement date of cadetship (study)

 / /

Proposed commencement of full time permanent employment

 / /

Name of Certified Agreement, AWA or award that the cadet will be employed under.

Address of workplace at which cadet will be employed

Postcode

Email Address of cadet during work placement

Item 5 – Employer Certification

- I certify to the best of my knowledge the details entered on this application are true and complete.
- I have read and understand the “Terms and Conditions” that apply in relation to the Cadetship Agreement. I agree to abide by these terms and conditions in the event that my application is approved.
- I understand that if I knowingly make any false or misleading statements, I may be liable for prosecution.

Signature of Employer or Authorised Representative Date

Surname

First given name Initial

Item 6 – Cadet Certification

- I have checked my details at Item 3, those of the Employer at Item 1 and the details of the Cadetship Plan at Item 4 and certify to the best of my knowledge that the details are true and complete.
- I have read and understand the “Terms and Conditions” that apply in relation to the Cadetship Agreement. I agree to abide by these terms and conditions in the event that my application is approved.
- I agree to co-operate with DEWR in any evaluation of this initiative.
- I undertake to advise Centrelink and ABSTUDY, as relevant, of the proposed commencement date (above) of my employment, prior to the cadetship commencement date.
- I am of Aboriginal or Torres Strait Islander descent; identify as an Australian Aboriginal or Torres Strait Islander; and am accepted as an Aboriginal or Torres Strait Islander in the community.

Signature of Cadet or Authorised Representative Date

Surname

First given name Initials

Item 7 – Financial Assistance To Be Paid

The Commonwealth will make an advance payments to the Employer up to \$15,400 (including GST) per annum with an advance payment being made each semester for the Cadet’s study salary for 40 weeks, plus other items specified in Clause 5 of the “Terms and Conditions” while the cadet is attending full time study.

DEWR Use Only

Actual commencement date of NICIP funding.

Expected cessation date of NICIP funding.

DEWR Approval of Expenditure

Expenditure of (including GST) funds up to under Section 44 of the *Financial Management and Accountability Act 1997* is approved

Signed as Delegate

Printed name

Position

Date

Provider ID <input style="width: 100%; height: 20px;" type="text" value=" : : : : : : : : : :"/>
Project/Activity ID <input style="width: 100%; height: 20px;" type="text" value=" : : : : : : : : : :"/>
Jobseeker ID <input style="width: 100%; height: 20px;" type="text" value=" : : : : : : : : : :"/>

DEWR Recommendation

Signed

Name:

Title:

Terms and Conditions

General

1. In this Agreement, unless the contrary intention appears:
- “**ABN**” has the same meaning as it has in the *A New Tax System (Australian Business Number) Act 1999*
- “**Aboriginal or Torres Strait Islander**” means a person of Aboriginal or Torres Strait Islander descent who both identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he/she lives or has lived;
- “**Cadet**” means the Aboriginal or Torres Strait Islander specified at Item 3 overleaf;
- “**Cadetship**” means a cadetship under the National Indigenous Cadetship Project, where an Aboriginal or Torres Strait Islander:
- is employed in a full-time position but released for full-time study at undergraduate level at a tertiary institution;
 - receives paid work experience of 12 weeks with the Employer; and
 - where possible will be provided with permanent employment by the Employer upon successful completion of his/her studies;
- “**Commonwealth**” means the Commonwealth of Australia;
- “**DEWR**” means the Department of Employment and Workplace Relations;
- “**Employer**” means the person or body specified at Item 1 overleaf, and includes any agent, successor or assignee of that person or body.
- “**GST**” means Good and Services Tax payable under the GST Act.
- “**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999*; and
- “**Taxable Supply**” has the same meaning as it has in the GST Act.

Agreement

2. The Commonwealth and the Employer agree that:
- (a) the Cadetship will not commence prior to this Agreement becoming effective;
 - (b) the Cadet is not an employee or agent of DEWR;
 - (c) proposals for an extension of financial assistance or the period of financial assistance, or for additional expenditure not covered in the original Agreement or any amendments to the original Agreement, require the completion of a new Agreement or a project variation.
 - (d) this Agreement shall be governed by and construed in accordance with the law of the State or Territory in which the application is made.

Cadet’s Obligations

3. The Cadet will:
- (a) attend the Employer’s workplace as outlined in Item 4 overleaf and pursue the course of study outlined in Item 4 overleaf;
 - (b) perform all agreed tasks to a satisfactory standard;
 - (c) provide the Employer and the Commonwealth with relevant personal/academic information on request;
 - (d) cooperate with the Employer’s monitoring of their progress during the period of the Cadetship;
 - (e) cooperate with the Commonwealth (and/or the Employer) in any evaluation of the Cadetship; and
 - (f) if receiving Centrelink payments or Abstudy, advise relevant agencies of the proposed commencement date of the Cadetship as outlined in Item 4 overleaf.

Employer’s Obligations

4. The Employer will:
- (a) provide the Cadet with a safe workplace free of sexual harassment and unlawful discrimination, in compliance with relevant legislation, for example the *Racial Discrimination Act (Cth) 1975*;
 - (b) comply with all customary and statutory obligations including all provisions of any award, enterprise agreement or industrial agreement to which it is a party;
 - (c) release the Cadet to undertake the full-time study program outlined in Item 4 overleaf;

- (d) nominate a mentor for the Cadet to have regular contact with during the Cadetship;
- (e) notify DEWR if:
 - the Cadetship is terminated before the end of the financial assistance period, including the date of and reasons for termination and any other relevant details;
 - there is any proposed change to the Cadetship and undertake not to proceed with the change unless DEWR has given written approval;
 - there is any change of the Employer’s details as set out in Item 1 overleaf; or
 - the Employer receives any other financial assistance in connection with the Cadetship or employment of the Cadet;
- (f) allow DEWR:
 - reasonable access to visit the Cadet during job hours;
 - access to any records and any other material held by the Employer to enable DEWR to monitor the Employer’s compliance with this Agreement; and
 - to do all things necessary to monitor the Cadet’s progress;
- (g) treat as private and confidential all personal information of the Cadet acquired by virtue of or in connection with this Agreement. This obligation survives the termination of this Agreement;
- (h) not represent itself as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth;
- (i) acquire and maintain a public liability insurance policy for an amount of not less than one (1) million dollars per claim, and in respect of the Cadet a worker’s compensation insurance policy and superannuation policy;
- (j) indemnify and hold harmless in relation to all losses, damages, costs (including legal costs on a solicitor/own client basis) expenses, claims, demands, actions or suits suffered or incurred by or made or instituted against the Commonwealth as a result, directly or indirectly of a breach by the Employer of its obligations under this Agreement; and
- (l) use its best endeavours to offer permanent employment to the cadet on the successful completion of the cadetship specified in this Agreement.

Commonwealth Obligations

5. In consideration of the Employer’s performance of its obligations under this Agreement, the Commonwealth will provide financial assistance to the Employer for the following items:
- (a) all or part of the salary paid during the Cadet’s full-time study to a maximum of \$15,400 (including GST) per annum;
 - (b) one return airfare (including GST) at economy rate per semester for the Cadet between their permanent home address and the place of study, if the Cadet is studying away from their permanent home address.

Tax issues

6. The funding determined in accordance with Clause 5 includes GST for Taxable Supplies made by the recipient under this contract.
7. In relation to Taxable Supplies made under this contract, the Recipient agrees to issue the Department with a Tax Invoice in accordance with the GST Act.
8. The Department may withhold 48.5% of the amount claimed under an invoice that does not quote an ABN in respect of the recipient.

Financial Assistance

9. After approval of the Employer Agreement and upon receipt of a correctly rendered Tax Invoice the Commonwealth will make an advance payment to the Employer at beginning of each semester for the Cadet’s Study Allowance. The Employer must then provide acquittal advice to DEWR within four (4) weeks of the end of the semester, plus supporting documents as needed.
10. Financial assistance is not available for:
 - (a) the period after which the Cadetship is terminated or altered without the Commonwealth’s consent;
 - (b) the period during which the cadet is on work placement;
 - (c) unpaid leave by the Cadet;

- (d) any period for which the Cadet is entitled to workers' compensation payments;
 - (e) Cadet holiday pay;
 - (f) bonus payments paid by the Employer;
 - (g) paid leave upon termination;
 - (h) reimbursement of Higher Education Contribution (HECS) liability;
 - (i) travel assistance except as per this Agreement at Clause 5; or
 - (j) reimbursement of fees for postgraduate legal qualifications except when it is a direct requirement of the Cadet's full-time permanent position with the Employer.
11. Any money wrongly or mistakenly paid to the Employer under this Agreement shall constitute a debt, which must be repaid immediately to the Commonwealth.

Default

12. If the Employer fails or refuses to perform its obligations under this Agreement the Commonwealth may, without derogating from any other right it may have:
- (a) withhold payment of financial assistance until those obligations are met;
 - (b) give notice to the Employer specifying the breach and directing that the breach be rectified within seven (7) days from the date of service of the notice; and
 - (c) if the Employer fails to rectify the breach within that seven (7) day period, terminate the Agreement immediately by notice to the Employer without liability to pay damages, compensation or any other termination payment, other than assistance properly due to the Employer under this Agreement before the termination.
13. If the Employer:
- (a) goes into liquidation or a receiver or receiver and manager or mortgagee's or chargee's agent is appointed; or
 - (b) in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors,
- the Commonwealth may, by notice in writing, terminate this Agreement without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

Termination

14. The Commonwealth may at any time by written notice terminate this Agreement, without prejudice to the rights, liabilities or obligations of either party accruing prior to the date of termination. If this Agreement is so terminated, the Commonwealth shall be liable only for:
- (a) payments under this Agreement that were due before the effective date of termination; and
 - (b) subject to clauses 15 and 16 any reasonable costs incurred by the Employer and directly attributable to the termination of this Agreement.
15. Upon receipt of a notice of termination the Employer shall take all available steps to minimise loss resulting from that termination.
16. The Commonwealth shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Employer under this Agreement, together exceed the amounts payable under this Agreement. The Employer shall not be entitled to compensation for loss of prospective profits.
17. The Commonwealth will be liable only for any financial assistance that was properly due to the Employer under this Agreement before the termination.

Dispute Resolution

18. In the event that any dispute arises in relation to this Agreement, the parties agree to settle the dispute in following manner:
- (a) first, by direct negotiation;
 - (b) then, if necessary, by mediation or other forms of dispute resolution; and
 - (c) if all else fails, by legal proceedings.
19. Notwithstanding the existence of a dispute, each party must

continue to perform its obligations under this Contract.

Notice

20. Any notice, request, claim for payment or other communication given or served in accordance with this Agreement shall be:
- (a) in writing; and
 - (b) addressed and sent by the sender to the recipient in accordance with the recipient's address details specified overleaf or as otherwise notified by the recipient.

Special Terms applicable only where this Agreement operates as a Memorandum of Understanding (MOU)

21. Where the Employer is a Commonwealth Department or Agency, this Agreement will be construed as and have effect as a Memorandum of Understanding ('MOU').
22. Where the Employer is a Commonwealth Department or Agency, the Employer is to provide DEWR with an Instrument of Appointment as required by the *Public Service Act 1999*, within 30 days of signing a *National Indigenous Cadetship Project Agreement*.

FORM AB 151—CIVILIAN MOVEMENT OR ADDITIONAL RESPONSIBILITY PAY

Instruction Sheet

The movement of civilian staff within the Department of Defence is effected through the combination of one or more of the powers detailed below. Users should be aware that these notes are intended to guide the delegate in the exercise of his or her powers and they should not be relied on as the sole reference source in relation to civilian movements. Further advice and documentation in relation to civilian movements can be sought from:

- Defence Service Centre on 1800 000 677
- Civilian Personnel Administration Centres (CPACs) and regional recruitment units, for procedural assistance
- Civilian Personnel Policy Group (in DPE) for matters of Defence civilian policy
- PSMPC (by accessing www.pspmc.gov.au/psact/) for statutory or regulatory authority, or the directions and advices of the Public Service Commissioner

This form should be used to notify substantive and actual movements for all civilian staff in the Department. The form can accommodate a variety of movements including:

- Substantive and actual move to the same position
- Substantive and actual move to different positions
- Actual moves or Additional Responsibility Pay

Please note that there is no requirement for this form to be completed on the engagement of an employee, as the instrument of engagement contains all the necessary information required by CPAC staff to undertake necessary salary action.

The movement of civilian staff within the Department of Defence is effected through the combination of one or more of the following powers:

Section 23(4) <i>Public Service Act 1999</i>	Allows an agency head or delegated officer to reduce the classification of an APS employee with the employee's consent. Refer to Section 23(4) of the <i>Public Service Act 1999</i> for further information in relation to the reduction in classification of an APS employee without the employee's consent.
Section 25 <i>Public Service Act 1999</i>	Is used to place an employee into a position on an actual basis and assign duties to the employee.
Section 26 <i>Public Service Act 1999</i>	Moves an APS employee from another agency to the Department of Defence.
Section 77(1) <i>Public Service Act 1999</i>	Allows an agency head or delegated officer to create positions.
Section 77(2) <i>Public Service Act 1999</i>	Is used to place an employee into a position on a substantive basis.
Section 6 <i>Public Service Classification Rules 2000</i>	Allocates a classification to an employee to enable an employee to undertake partial duties of a position, perform the duties of an ADF position or be unattached from their substantive position.

For a delegate to exercise their delegation in relation to the movement of an employee, they must be aware of the sections of the *Public Service Act 1999* under which the movement is being effected.

Before approving the movement of an employee, the delegate is required to make a series of decisions about which sections of the *Public Service Act 1999* are being exercised. In order to make these decisions easier, detailed below are the sections of the Act that the delegate must tick in the 'Public Service Act reference section' of the form in relation to the different type moves an employee can undertake.

PLEASE NOTE HOWEVER, IN COMPLETING THE CIVILIAN MOVEMENT FORM ELECTRONICALLY USING WEB FORMS ON CD OR THE WEB FORMS SYSTEM, THESE DECISIONS WILL BE AUTOMATICALLY DISPLAYED FOR THE DELEGATE IF THE PREVIOUS SECTIONS OF THE FORM HAVE BEEN COMPLETED.

Instructions for completing the form

PMKEYS requirements

In order for the form to be processed by CPAC staff on PMKEYS in a timely manner, it is imperative that all fields are completed accurately. Failure to complete the form accurately (eg omitting employee ID, position number, end dates for actual moves, etc) may delay the processing and result in the form being returned for further action.

Underneath the heading 'Actual movement' on the form you will find a section that requires specific information for the movement of the employee to be correctly entered on PMKEYS. It is imperative that this section of the form is completed to enable CPAC staff to determine how the move should be recorded.

Detailed below are examples of when these boxes should be ticked:

Reflect the same details of the substantive movement shown on this form.

A tick should be recorded in this box when an employee is being moved both substantively and actually to the same position.

It is important to note that there is no requirement for any actual details to be completed on the form if this box is ticked, as CPAC staff will ensure that the actual movement details recorded on PMKEYS will be the same.

Remain as they are currently recorded on PMKEYS.

A tick should be recorded in this box when an employee is being moved substantively to a position, however, there is a previous actual move recorded on PMKEYS and the employee will continue to complete the actual move already recorded. For example, a substantive ASO2 employee is to be promoted to an ASO3 position, however, the employee is currently performing ARP in an ASO4 position and will continue to do so until the expiration of the ARP. Note this box should also be ticked in cases where an employee has an actual move recorded at a lower classification.

In these instances, only the substantive section of the form should be completed. CPAC staff will ensure that the actual movement details recorded on PMKEYS will reflect the details of the previously recorded actual move.

Reflect the details as outlined below.

A tick should be recorded in this box when an employee is being moved substantively to one position and actually to another.

Note: It is imperative that both the substantive and actual sections of the form are completed in these instances.

Salary on movement

You will note that contained in both the substantive and actual movement sections of the form, there is a field to record the salary to be paid to the employee. The Defence Employees Certified Agreement 2001-02 introduced arrangements that make salary determination an integral part of employment and movement decisions. It is imperative that employment, movement delegates and selection coordinators make themselves fully aware of the new salary on movement requirements contained in the 'Salary on Movement Policy' to ensure that this section of the form is completed correctly.

The determination of salary on movement for an employee is not the responsibility of either recruitment or CPAC staff. Recruitment and CPAC staff will return incomplete forms to the contact officer nominated on the movement form if these details are incomplete.

Further information on salary on movement requirements should be sought from Part 6, Chapter 2 of the Defence Workplace Relations Manual.

Movement of employees from other agencies

Whenever the box 'The employee is from another agency' is ticked, a tick must also be placed in the 'Section 26 Public Service Act 1999' box in the Public Service Act reference field, regardless of whether the form is being completed for a substantive move, an actual move or both.

Substantive movement

Whenever the box 'Movement of an employee is to a higher classification (Promotion)' is ticked, the following boxes in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999
 Section 77(2) Public Service Act 1999

Whenever the box 'Movement of an employee is to a different position at the same classification level (Transfer)' is ticked, the following boxes in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999
 Section 77(2) Public Service Act 1999

Whenever the box 'Movement of an employee is to a position that has not been assigned duties (Formerly unattachment)' is ticked, the following boxes in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999
 Section 6 Public Service Classification Rules 2000
 Section 77(1) Public Service Act 1999
 Section 77(2) Public Service Act 1999

Whenever the box 'Movement of an employee is to a lower substantive classification' is ticked, the following boxes in the Public Service Act 1999 reference field must be ticked:

- Section 23(4) Public Service Act 1999
 Section 25 Public Service Act 1999
 Section 77(2) Public Service Act 1999
 Section 6 Public Service Classification Rules 2000

Actual movement

Whenever the box 'Payment for an employee undertaking ARP where no vacant position is involved' is ticked, the following box in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999

Whenever the box 'ARP requiring the movement of an employee to a higher classification in an established vacant position' is ticked, the following box in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999

Whenever the box 'Actual movement of an employee to a different position at the same classification level (Temporary transfer)' is ticked, the following box in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999

Whenever the box 'Movement of an employee to a lower actual classification' is ticked, the following boxes in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999
 Section 6 Public Service Classification Rules 2000

Whenever the box 'ARP requiring an employee to perform partial duties of a position at a higher classification (Partial performance)' is ticked, the following boxes in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999
 Section 6 Public Service Classification Rules 2000
 Section 77(1) Public Service Act 1999

Whenever the box 'ARP requiring an employee to perform the duties of an ADF position' is ticked, the following boxes in the Public Service Act 1999 reference field must be ticked:

- Section 25 Public Service Act 1999
 Section 6 Public Service Classification Rules 2000
 Section 77(1) Public Service Act 1999

Further information

For further information in relation to the completion of the movement form, please direct your queries to the Defence Service Centre on 1800 000 677.

AB 151
Revised Sep 2002

STAFF-IN-CONFIDENCE (After first entry)

Department of Defence

**Civilian Movement or
Additional Responsibility Pay**

Distribution
Original – CPAC
Copy 2 – Recruitment (Substantive moves only)
Copy 3 – Originating area

Identification details

Employee ID	Applicant ID (For Personnel use only)	Family name	Given name(s)
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Movement details

The employee is from another agency. The employee is from the Department of Defence.

Substantive movement

Position number	Classification	
State	Group	
Division	Branch	Section
Sub section	Department ID	Payslip address
Level of security clearance required		

Please tick appropriate box

- Substantive movement of an employee to a higher classification (*Promotion*).
- Substantive movement of an employee to a different position at the same classification level (*Transfer*).
- Substantive movement of an employee to a position that has not been assigned duties (*Formerly unattachment*).
- Substantive movement of an employee to a lower substantive classification
(In providing your agreement to this permanent move to a lower classification, you are also acknowledging that there will be a reduction in your annual salary. You should ascertain the effect this will have on your salary with your CPAC).

Employee's signature (Where required)

Date officer to commence in position

Salary to be paid to employee on commencement per annum (**Refer salary on movement policy**). \$

Actual movement or Additional Responsibility Pay (ARP)

The employee's details on the actual record should:

- Reflect the same details of the substantive movement shown on this form.
- Remain as they are currently recorded on PMKEYS.
- Reflect the details as outlined below.

Position number (If applicable)	Classification	
State	Group	
Division	Branch	Section
Sub section	Department ID	Payslip address
Level of security clearance required		

Recruitment or Personnel use only

<input type="checkbox"/> Security clearance checked, initiated or revalidated on	Date		
<input type="checkbox"/> Security clearance obtained on	Date		
Notification date	Date of effect	CPAC	Pay centre
Movement input on PMKEYS by:			
Printed name	Pay run ID	Date	

Actual movement (Continued)

- Please tick appropriate box
- ARP requiring the movement of an employee to a higher classification in an established vacant position.
 - Payment for an employee undertaking ARP where no vacant position is involved.
 - ARP requiring an employee to perform partial duties of a position at a higher classification (*Partial performance*).
 - Actual movement of an employee to a different position at the same classification level (*Temporary transfer*).
 - Movement of an employee to a lower actual classification.
 - ARP requiring an employee to perform the duties of an ADF position (*No position required*).
(In directing this move, delegates must be satisfied that no ADF member is available to perform the duties of the position).

Proposed classification for payment

Civilians cannot perform the military duties of an ADF position. Where partial performance is recommended, the employee must be supplied with a duty statement indicating which duties are not to be performed.

Commencement date	End date
-------------------	----------

Salary to be paid to employee on commencement per annum (**Refer salary on movement policy**). \$

At the expiration of this actual move, is the employee returning to their substantive position?

Yes No (*Complete details below*)

Position number	End date of actual move
-----------------	-------------------------

(The employee has been informed that this reassignment of duties will take place on the end date specified above).

Contact officer's details (This section MUST be completed)

Printed name
Position title
Phone number ()

Delegate of the Secretary's approval

The movement of the civilian employee detailed above is effected through the combination of one or more of the following powers:

- Section 23(4) Public Service Act 1999
- Section 25 Public Service Act 1999
- Section 26 Public Service Act 1999
- Section 77(1) Public Service Act 1999
- Section 77(2) Public Service Act 1999
- Section 6 Public Service Classification Rules 2000

Signature	
Printed name	
Position title	
Phone number ()	Date

FORM AD 127—NATIONAL INDIGENOUS CADETSHIP PROJECT WORKPLACE AGREEMENT



AD 127
Revised Sep 2001

Department of Defence

National Indigenous Cadetship Project Workplace Agreement

In accordance with the Department of Defence's commitment to sponsoring Indigenous cadets, I

Branch head of the Branch or department

agree to permanently, substantively and actually place

Name of Cadet

within the Branch or department.

Employee's details

Cadet name	<input type="text"/>
Employee ID	<input type="text"/>
Substantive position number	<input type="text"/>
Field of study	<input type="text"/>
University	<input type="text"/>
Cadetship completion date	<input type="text"/>

To facilitate the payment of salary and allowances,

Name of Cadet

will actually transfer to the People Development Agency (PDA) for salary purposes.

Name of Cadet

will be advanced to a higher position within the

Branch or department

Service or Group

within the

upon successful completion of their cadetship.

Branch head

Signature	Printed name	Date
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SO-ATSIP

Signature	Printed name	Date
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NATIONAL INDIGENOUS CADETSHIP PROJECT

GROUP OR SERVICE RESPONSIBILITIES

1. Advise the Defence Equity Organisation (DEO) of the number of cadets required and the category of course the cadets should study or be studying.
2. During the selection process:
 - a. advise the DEO of applicants selected for interview,
 - b. convene a selection panel for interview,
 - c. provide an order of merit of applicants, and
 - d. advise the DEO of whom to extend an offer of cadetship.
3. Ensure that an APS Level 1 position is available for cadet placement upon commencement of the cadetship.
4. Provide selection documentation and the APS 1 position number to Civilian Recruitment (with a copy to the DEO) to initiate the engagement process.
5. Provide administrative assistance to enable the DEO to complete the transfer of the cadet's actual position.
6. Attend scheduled information sessions coordinated by the DEO.
7. Make administrative arrangements and arrange payment of cadets' accommodation, airfares, Temporary Accommodation Allowance and Travel Allowance for the practical on-the-job training period.
8. During the on-the-job training period ensure that the cadet's workplace supervisor is aware of the National Indigenous Cadetship Project (NICP) arrangements and takes appropriate steps to ensure the cadet is inducted to Defence, their Sponsor Group and the team.
9. Complete yearly progress reports (see [annex D](#)) in consultation with the DEO and the cadet.
10. Counsel the cadet (where necessary) and notify the DEO with regard to unsatisfactory progress during their practical training period.
11. Liaise with the cadet not less than two months prior to the commencement of the end of year exam period in their final year and provide details of advancement, and if necessary, relocation details.
12. Arrange relocation for the cadet if required. Ensure that they receive their relocation pack not less than six weeks prior to their expected arrival.
13. Refer to the current Defence Employees Certified Agreement for advancement details.
14. The completion of the cadet's Probation Reports upon advancement to their permanent position. Contact Performance Guidance, Civilian Personnel Services for further information.

CADET RESPONSIBILITIES

1. Become familiar with and adhere to the Department of Defence and Australian Public Service (APS) Values, the APS Code of Conduct and the Performance Exchange mechanisms outlined in the current Defence Employees Certified Agreement (DECA).
2. Complete all forms necessary to secure enrolment by the dates set by the educational institutions, including completion of the Higher Education Contribution Scheme (HECS) Payment Option Form.
3. Obtain prior approval from the DEO for:
 - a. any changes to the program of study,
 - b. withdrawal from one or more subjects, and
 - c. withdrawal from the course.
4. Advise the Defence Equity Organisation (DEO) Manager Aboriginal and Torres Strait Islander Program (ATSIP) immediately in writing of any other issues that may alter the conditions of the cadetship such as course amendments, failure of subjects or late withdrawals.
5. Respond to communications from the DEO, such as telephone calls, letters and emails, within five working days.
6. Ensure that a full-time study load is maintained and advise the DEO of any difficulties, within one week of their occurring, which could result in subject failure or withdrawal. This includes extensive absence from study due to illness or other reasons.
7. Provide the DEO Manager ATSIP and the sponsor Group or Service promptly with a copy of academic results at the completion of each semester/academic year and at the completion of the degree.
8. Contact the sponsoring Group or Service regarding practical training requirements during the long vacation break or following completion of the program of study in sufficient time to allow placement in the Department.
9. Inform the DEO Manager ATSIP immediately of any change to personal details, name or situations, as this may affect security clearances. The DEO will notify Regional Security (and the sponsoring Group or Service) in accordance with security clearance requirements.
10. Submit leave forms to the Manager ATSIP to cover any absences during the study period and long vacation break.
11. Complete and return all necessary documentation within the requested time frames.
12. Provide the DEO Manager ATSIP with an employee id number as soon as it is obtained.
13. Provide the DEO Manager ATSIP, promptly upon receipt, with information, including receipts, required for payment of HECS, compulsory university fees and book allowance.
14. Provide the DEO Manager ATSIP with a Tax File Number.

DEFENCE EQUITY ORGANISATION RESPONSIBILITIES

1. Distribute a DEFGRAM each year requesting that Services and Groups consider nominating placements for Indigenous Cadets.
2. Advise Department of Employment and Workplace Relations' (DEWR) of the number of placements available under each study category.
3. Provide DEWR with a list of applicants for interview.
4. Attend/Chair interview panels when practicable.
5. Upon receipt of selection documents from sponsors, make verbal offers.
6. Assist in initiating engagement process with Civilian Recruitment.
7. Liaise with Civilian Personnel Administrative Centre to ensure cadets commence on correct salary rate (consult current Defence Employees Certified Agreement).
8. Facilitate information sessions for sponsors, supervisors and colleagues.
9. Organise Indigenous Cultural Awareness and Mentoring training.
10. Complete Form AB 151—*Civilian Movement or Additional Responsibility Pay* ensuring cadets are paid correctly for their work placement
11. Coordinate social network and activities for cadets during work placement.
12. Ensure Supervisors have completed an appropriate Civilian Performance Framework agreement (Plan on a Page) with cadets.
13. In association with cadet supervisors, complete DEWR progress reports.

FUNDING RESPONSIBILITY ARRANGEMENTS

1. The Defence Equity Organisation (DEO), the sponsoring Group or Service and Department of Employment and Workplace Relations' (DEWR) are responsible for the payment of a cadet's salary, Higher Education Contribution Scheme (HECS) fee and associated costs as shown by the following table.

Item	DEO	Sponsoring Group	Reimbursed by DEWR
Salary:			
<ul style="list-style-type: none"> • formal study period 	✓		✓
Salary: <ul style="list-style-type: none"> • practical (on-the-job) training period (for a maximum period of twelve weeks per year—an extension to this should be negotiated between the sponsor and the cadet and the DEO should be notified immediately). 		✓	
Up-front HECS	✓		
Associated costs:			
<ul style="list-style-type: none"> • Administrative fees 	✓		✓
<ul style="list-style-type: none"> • Book allowance 	✓		✓
<ul style="list-style-type: none"> • Compulsory student fees 	✓		✓
<ul style="list-style-type: none"> • Field trips 	✓		✓
Fares and allowances associated with practical training undertaken in a location other than cadet's study location.		✓	✓ (in part)
Fares, allowances and relocation assistance associated with work placement on completion of cadetship.		✓	