



FEDERAL COURT OF  
AUSTRALIA

HUMAN RESOURCES

[HR@fedcourt.gov.au](mailto:HR@fedcourt.gov.au)  
[www.fedcourt.gov.au](http://www.fedcourt.gov.au)

15 February 2024

[NGA\_GLOBAL\_QUESTION|APP(174F33C6-0BB4-3948-CC80-377B674BB447)]  
[NGA\_GLOBAL\_QUESTION|APP(7D3185C3-2D47-E308-C6E9-377B674D187B)]  
[NGA\_GLOBAL\_QUESTION|APP(B238DB34-7F79-4AE1-86C0-A47A010C6FB7)]  
[NGA\_GLOBAL\_QUESTION|APP(16EECB94-E60E-4E6E-A583-A47A010CA5A2)]  
[NGA\_GLOBAL\_QUESTION|APP(C07B6CF6-6DEA-9A52-6B23-377B674D9A1E)]  
[NGA\_GLOBAL\_QUESTION|APP(84D92EBB-E59B-4513-81B5-  
A47A010CE339)] [NGA\_GLOBAL\_QUESTION|APP(A73D6A10-9F3E-4A74-8A16-  
A47A010D0729)]

Dear [NGA\_GLOBAL\_QUESTION|APP(174F33C6-0BB4-3948-CC80-377B674BB447)],

**OFFER OF NON-ONGOING EMPLOYMENT  
(SPECIFIED TERM)**

I am pleased to offer you employment as a non-ongoing Public Service employee under the [Public Service Act 1999](#) (the Act) in the Federal Court of Australia (the Court).

You are assigned to the duties of the position [NGA\_GLOBAL\_QUESTION|APP(6F536507-0E78-4EE2-8000-AC4F009268DE)], [NGA\_GLOBAL\_QUESTION|APP(8D3C184A-6CFC-94B0-1CE2-379272C31C31)], position number [NGA\_GLOBAL\_QUESTION|APP(160B616C-8388-48DE-A221-9FB301063968)] [NGA\_GLOBAL\_QUESTION|APP(5D8A3D06-2429-456E-88D9-AC1B00E6DCF9)], with a commencing salary of \$[NGA\_GLOBAL\_QUESTION|APP(E83EC4DD-D208-476F-926C-A8CB00F32072)] [NGA\_GLOBAL\_QUESTION|APP(DD754D00-CB35-4D5F-ABEC-AC4F0092ECEC)] per annum. The assigned duties are described in the attached position description.

Your employment with the Court is from [NGA\_GLOBAL\_QUESTION|APP(754F93C4-F924-4E3A-BEF5-A945008ABAB4)] to [NGA\_GLOBAL\_QUESTION|APP(48D03C00-FF02-4D10-B9E2-AC3000A8A6C4)] inclusive.

*Your terms and conditions of employment*

The terms and conditions of your employment are set out in this letter including the attached schedule.

The other main documents governing the terms and conditions of your employment are the enterprise agreement applying to employees of the Court (currently the [Federal Court of Australia Enterprise Agreement 2018 – 2021](#) (the Agreement)) and applicable legislation, including the [Fair Work Act 2009](#) and the Act.

A copy of the Fair Work and Fixed Term Contracts Information Statements can be found [here](#).

*Your obligations as an employee of the Court*

You should familiarise yourself with the following provisions of the Act which set out your obligations as an Australian Public Service Employee:

- Australian Public Service Values (section 10 of the Act)
- Australian Public Service Employment Principles (section 10A of the Act)
- Australian Public Service Code of Conduct (section 13 of the Act).

*Your conditions of engagement*

Your engagement is subject to you meeting certain conditions in accordance with section 22 of the Act. The conditions of your engagement are specified in the attached schedule. If any of the conditions in the attached schedule are not met, your employment with the Court may be terminated.

*Action required*

If you wish to accept this offer of non-ongoing employment, you must do this through the careers portal within seven calendar days of the date of this letter, otherwise this offer will be rescinded.

If you fail to attend for work on the agreed commencement date, the offer of employment may be withdrawn. Your employment will not take effect unless and until you commence duty with the Court.

If you require further information please contact me.

Yours sincerely,

Full Name  
Title  
Telephone number:

### SCHEDULE

Non-ongoing employment – specified term – section 22(2)(b) of the Act

<b>Name</b>	[NGA_GLOBAL_QUESTION APP(174F33C6-0BB4-3948-CC80-377B674BB447)] [NGA_GLOBAL_QUESTION APP(7D3185C3-2D47-E308-C6E9-377B674D187B)]																		
<b>Specified term</b>	From [NGA_GLOBAL_QUESTION APP(754F93C4-F924-4E3A-BEF5-A945008ABAB4)] to [NGA_GLOBAL_QUESTION APP(48D03C00-FF02-4D10-B9E2-AC3000A8A6C4)]																		
<b>Type of employment</b>	[NGA_GLOBAL_QUESTION APP(5480B6BD-FF06-454F-BE2C-AC1B00E915D1)]																		
<b>Classification</b>	[NGA_GLOBAL_QUESTION APP(6F536507-0E78-4EE2-8000-AC4F009268DE)]																		
<b>Assigned job title</b>	[NGA_GLOBAL_QUESTION APP(8D3C184A-6CFC-94B0-1CE2-379272C31C31)]																		
<b>Position number</b>	[NGA_GLOBAL_QUESTION APP(160B616C-8388-48DE-A221-9FB301063968)][NGA_GLOBAL_QUESTION APP(5D8A3D06-2429-456E-88D9-AC1B00E6DCF9)]																		
<b>Assigned duties</b>	As described in the attached position description																		
<b>Location</b>	[NGA_GLOBAL_QUESTION APP(2B6CCD34-F1D2-461D-84B9-AC1B00F214B7)]																		
<b>Hours</b>	<p>☒ hours and ☒ minutes per week</p> <p>[NGA_GLOBAL_QUESTION APP(5C014D0B-0E70-4750-A161-AC1B00ECFF4F)]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Week One</th> <th style="text-align: center;">Week Two</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>Monday</b></td> <td>[NGA_GLOBAL_QUESTION APP(907C31D4-2CA6-4FDF-9FAE-AC3000AABB95)]</td> <td>[NGA_GLOBAL_QUESTION APP(80250B87-A69C-4629-BB51-AC3000AB7AF8)]</td> </tr> <tr> <td style="text-align: center;"><b>Tuesday</b></td> <td>[NGA_GLOBAL_QUESTION APP(56A6FF89-1E62-44DD-A565-AC3000AAE7DC)]</td> <td>[NGA_GLOBAL_QUESTION APP(66E51441-23A4-477B-9BCC-AC3000AB9851)]</td> </tr> <tr> <td style="text-align: center;"><b>Wednesday</b></td> <td>[NGA_GLOBAL_QUESTION APP(5BC3C9D1-300F-45E5-A9A5-AC3000AB0FD9)]</td> <td>[NGA_GLOBAL_QUESTION APP(725DA74B-2611-495C-AEAD-AC3000ABB56E)]</td> </tr> <tr> <td style="text-align: center;"><b>Thursday</b></td> <td>[NGA_GLOBAL_QUESTION APP(D4CC2F59-143A-4482-AE04-AC3000AB3351)]</td> <td>[NGA_GLOBAL_QUESTION APP(13F2A304-501A-4B99-8418-AC3000ABD3E2)]</td> </tr> <tr> <td style="text-align: center;"><b>Friday</b></td> <td>[NGA_GLOBAL_QUESTION APP(F15EC50D-8C7B-4FCE-9B31-AC3000AB53F0)]</td> <td>[NGA_GLOBAL_QUESTION APP(8E34DB39-D668-41F3-B5B5-AC3000ABEE6B)]</td> </tr> </tbody> </table>		Week One	Week Two	<b>Monday</b>	[NGA_GLOBAL_QUESTION APP(907C31D4-2CA6-4FDF-9FAE-AC3000AABB95)]	[NGA_GLOBAL_QUESTION APP(80250B87-A69C-4629-BB51-AC3000AB7AF8)]	<b>Tuesday</b>	[NGA_GLOBAL_QUESTION APP(56A6FF89-1E62-44DD-A565-AC3000AAE7DC)]	[NGA_GLOBAL_QUESTION APP(66E51441-23A4-477B-9BCC-AC3000AB9851)]	<b>Wednesday</b>	[NGA_GLOBAL_QUESTION APP(5BC3C9D1-300F-45E5-A9A5-AC3000AB0FD9)]	[NGA_GLOBAL_QUESTION APP(725DA74B-2611-495C-AEAD-AC3000ABB56E)]	<b>Thursday</b>	[NGA_GLOBAL_QUESTION APP(D4CC2F59-143A-4482-AE04-AC3000AB3351)]	[NGA_GLOBAL_QUESTION APP(13F2A304-501A-4B99-8418-AC3000ABD3E2)]	<b>Friday</b>	[NGA_GLOBAL_QUESTION APP(F15EC50D-8C7B-4FCE-9B31-AC3000AB53F0)]	[NGA_GLOBAL_QUESTION APP(8E34DB39-D668-41F3-B5B5-AC3000ABEE6B)]
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<b>Conditions of engagement</b>	<p>Your engagement is subject to you satisfying the following conditions:</p> <p><b>Probation period</b> – your probation period will be <b>three/six</b> calendar months from the date of your commencement. During this period your conduct, work performance, attendance and progress with training will be monitored and must be assessed as satisfactory. If at any time up to and including the date of completion of the period of probation, your conduct, performance etc is assessed as unsatisfactory, the Court may terminate your employment.</p>																		

	<p><b>Citizenship</b> – you must be an Australian Citizen.</p> <p><b>Formal qualification</b> – INSERT or delete if not required</p> <p><b>Character clearance</b> – a police record check will be carried out to determine your suitability to be engaged as an employee of the Court. Engagement with the Court is generally subject to you returning a nil response to a police record check*. Should you wish to disclose any information relevant to the police record check** please contact me.</p> <p>* Minor offences, for example, a traffic offence may not automatically trigger a withdrawal of the offer of employment.</p> <p>** A conviction, or convictions, considered to be pardoned, quashed or spent in accordance with Part VIIC – Pardons, quashed convictions and spent convictions of the <a href="#">Crimes Act 1914</a> are not required to be disclosed, except where exclusion applies. State and/or territory laws may also permit you not to disclose a conviction in certain cases, subject to exclusions.</p> <p><b>Health clearance</b> – you are required to disclose any health or wellbeing matters that may affect your ability to do the duties of the position you’re being assigned to. If there are any please contact me.</p>
<p><b>False and misleading information</b></p>	<p>Any information you provide during the recruitment process and for employment purposes must be true and complete. You must not provide any information that is false, fraudulent or misleading (by omission or otherwise). If you do, your employment may be terminated.</p>
<p><b>Additional information to declare</b></p>	<p>Additional information may be relevant to determining your suitability as an employee of the Court. Wilfully failing to disclose information that you know or ought reasonably to have known was relevant to the decision to engage you may be a breach of the Australian Public Service Code of Conduct. Should you wish to disclose any other relevant information, for example information relating to any disciplinary action commenced or determined in relation to you including, but not limited to a breach of the Australian Public Service Code of Conduct, please contact me.</p>
<p><b>Conflicts of interest and material personal interest</b></p>	<p>You must take all reasonable steps to avoid a conflict of interest, real or apparent and disclose details of any material personal interest.</p> <p>To ensure you are, and are perceived to be, impartial, effective and fair, in the performance of your duties, you must ensure that your personal and financial interests do not conflict, or appear to conflict, with your official responsibilities and duties.</p> <p>Circumstances giving rise to a conflict may include, but are not limited to, engagement in either paid or voluntary work outside the Court, private or social interests, a relevant Court matter or financial interests.</p> <p>If you believe that there are circumstances which may give rise to a real or apparent conflict of interest, you must disclose those circumstances to me.</p> <p>A failure to take reasonable steps to avoid a conflict of interest (real or apparent) and to disclose any material personal interest in connection with your Public Service employment is a breach of the Australian Public Service Code of Conduct and may result in the termination of your employment.</p>
<p><b>Duty not to disclose information</b></p>	<p>You must maintain appropriate confidentiality about dealings that you have with (or information communicated to you in confidence by) with any Minister or Minister’s member of staff.</p> <p>The <a href="#">Policy on Making Public Comment</a> provides additional guidance about releasing information in the course of your duties and in other circumstances.</p>

	<p>Unauthorised disclosure, whether during or after your employment, of information you have a duty not to disclose is an offence under the <a href="#">Crimes Act 1914</a> and the <a href="#">Criminal Code Act 1995</a>.</p>
<p><b>Personal information</b></p>	<p>You acknowledge and agree that the Court may, for any purpose relating to your employment with the Commonwealth or for the reasonable administrative requirements of the Commonwealth collect and use your personal information, and disclose your personal information, including to other Commonwealth agencies or authorities, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers and law enforcement bodies.</p> <p>For the purposes of this clause, personal information means information or an opinion about you, or from which you are reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.</p> <p>Further information about how your personal information will be handled is outlined in the Federal Court of Australia’s Privacy Policy and the Personal Information Statement.</p>
<p><b>Accrued leave entitlements</b></p>	<p>An employee moving from another APS agency, the Parliamentary Service, or the ACT Government Service may be entitled to have their accrued annual leave and/or personal leave transferred to the Court, provided there is no break in continuity of service.</p> <p>If you wish to have any accrued annual leave and/or personal/carer’s leave (however described) recognised upon commencement with the Court, please attach relevant details to your acceptance of this offer.</p>
<p><b>Previous redundancy benefit</b></p>	<p>If you have received a redundancy benefit from an Australian Public Service agency or a Parliamentary Service department and remain within the “redundancy benefit period”, please contact me.</p>
<p><b>Abandonment of employment</b></p>	<p>If you are absent from duty without approval for a reasonable period, and attempts by the Court to contact you during this period fail, you may be taken to have abandoned your employment and you may be dismissed for non-performance of duties.</p>
<p><b>Unauthorised absence</b></p>	<p>Where you are absent from duty without approval, all pay and other benefits provided under the Agreement will cease until you resume duty or is granted leave.</p>
<p><b>Surveillance</b></p>	<p>You acknowledge and agree that from the start of your employment:</p> <ul style="list-style-type: none"> <li>(a) the Court may carry out continuous, ongoing monitoring, recording and surveillance of all communications carried or received on, and all use of, information technology systems and electronic resources in the course of your employment and when using resources of the Court outside work; and</li> <li>(b) the Court may carry out continuous, ongoing camera surveillance on and around the premises of the Court and in any other place in which you work.</li> </ul>
<p><b>Role no longer required</b></p>	<p>You acknowledge and agree that we may terminate your employment at any time prior to the specified term expiring if we no longer require your role to be performed by anyone.</p> <p>In these circumstances, you will receive notice (or a payment in lieu of notice) and a</p>

	severance payment in accordance with the National Employment Standards set out in the <i>Fair Work Act 2009</i> .
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	This provision does not limit any other rights the Court may have to terminate your employment, including under applicable legislation or the Agreement.
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