

MANILA

Locally Engaged Staff Terms and
Conditions of Employment – final

2014-2017

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1 Introduction

Our employees play a critical role in delivering the objectives of the Australian Government overseas. Our aim is to be competitive in relevant local labour markets to ensure that we can attract and retain good staff. These terms and conditions aim to support the achievement of our goals by providing a fair, flexible, rewarding, and safe workplace to enable us to attract, retain, and develop our locally recruited workforce.

These terms and conditions are in accordance with local labour law. Local labour law represents minimum standards, with these terms and conditions often reflecting conditions above the local labour law. We include additional conditions to ensure we stay competitive in the local labour market and provide some conditions that are not addressed in local labour laws. Where particular conditions of employment are absent in this document, local labour law will apply.

These terms and conditions come into effect from 1 July 2014 for the three year period to 30 June 2017. These terms and conditions may be varied from time to time as a result of changes to the Philippine Labour Code, operational requirements of the Australian Embassy or initiatives jointly agreed by employees and the Australian Embassy. The authority to approve and/or amend these terms and conditions rests with the HOM in consultation with all Agency Heads or their delegate and, where applicable, with the express agreement of local staff.

These terms and conditions are supported by administrative policies and guidelines which are promulgated by the Agency engaging the employee and which may be changed from time to time. These terms and conditions should also be read together with Post Circulars issued from time to time by Post Management.

These terms and conditions will be reviewed by Agencies every three years in consultation with locally engaged staff through the Manila Based Staff Advisory Group (MBSAG). MBSAG is a group of employees with representatives from each Agency. MBSAG is the authorised representative of permanent staff in negotiating for the changes in the Terms and Conditions. It is recognised by the Embassy as a formal communication channel between employees and the management group of the Embassy. MBSAG meets as required, and at least every six months to discuss employment conditions issues including revisions to the terms and conditions.

For the purposes of these terms and conditions, staff who were in employment with the former AusAID before 2006, will be deemed to have commenced on 1 January 2006 or actual start date post 1 January 2006.

2 Workplace Values

2.1 Safe and Accessible Workplace

The Australian Embassy is committed to securing the health and safety of all of its employees at work, in accordance with the requirements of the Work Health and Safety Act 2011. All Agencies are committed to implementing effective health and safety management systems.

The Australian Embassy will take all reasonably practicable steps to prevent work-related accidents and illnesses, to seek to improve work practices and to promote attitudes that sustain healthy and safe work environments. In return, all employees are obliged to support post management in meeting its work health and safety objectives by taking all necessary practical steps to ensure the health and safety of themselves and others in the workplace, observing safety procedures and directions; and taking responsibility for reporting potential and actual workplace hazards.

If any employee suffers from an illness, injury or a dangerous occurrence at the workplace, an incident report form must be completed and reported to Post Management in the first instance. The policy for reporting of incidents is available from Post Management and should be made available to each employee upon commencement.

The Australian Embassy is committed to ensuring an accessible workplace for its employees with a disability and ensuring that they are supported to reach their full potential. All Agencies will provide reasonable adjustments for employees with disability, following consultation with the relevant employee with disability on options and preferences for any adjustments to accommodation or equipment.

2.2 Workplace Diversity and Anti-Discrimination

Post Management and employees will work together to prevent and eliminate discrimination on the basis of race, colour, sex, gender, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, caste or social origin.

All Agencies are committed to recognising and valuing the differences in culture, experience and background of others; treating others civilly and equitably; fostering participation and cooperation; and eliminating harassment and discrimination. Post Management and employees will actively continue to promote the principles and practice of workplace diversity.

Any incident of harassment, bullying or discrimination should be reported in accordance with departmental guidelines. Conduct of this nature is not acceptable and may breach the Code of Conduct possibly leading to disciplinary action. Such behaviour can also be unlawful and result in civil or criminal prosecution of the offender.

2.3 Elimination of Harassment and Bullying

All employees are entitled to work in an environment that is free of harassment and bullying. Employees, and in particular supervisors, must ensure that such behaviour is not tolerated. Bullying and harassment have the potential to seriously undermine morale and productivity and, if not curtailed, can negatively affect the well-being and performance of individual employees and/or their work units. Work Health and Safety legislation expressly recognises workplace bullying as a health hazard, and places a duty on all staff to preclude or refrain from such behaviour.

2.4 Freedom of Association

Employees are free to choose to join or not to join a staff association or an employees' organization, without prejudice as to the MBSAG being the authorised and exclusive bargaining representative of

the employees in matters of their employment under these terms and conditions, and conditions set forth by the local labour laws.

2.5 Outside Employment

An employee must seek written permission from their Agency Head to undertake any outside employment or appointment. The Agency Head may refuse to grant permission if such outside employment or appointment would, in the opinion of the Agency Head, prevent or hinder the employee from fully performing the employee's required functions with the Australian Embassy for any reason, including actual or potential conflict of interest or where the outside employment or appointment would be incompatible with the performance of the employee's duties at the Australian Embassy.

2.6 Security Policy

The Australian Government Protective Security Policy Framework provides the appropriate controls for the Australian Government to protect its people, information and assets in Australia and overseas. Employees must comply with security directives relevant to the Australian Embassy. Repeated failure to comply with these security procedures may result in termination of an employee's contract.

All staff must wear and display photographic security passes at all times whilst on official duty within the Australian Embassy. Staff will be briefed on specific instructions concerning security passes at the time of issue.

The Australian Embassy has a "Clear Desk Policy". At the close of business each working day, desks should be clear of all objects, except telephones, computers, writing implements, 'post-it' notes and photographs. Loose papers should not be left on desks while they are unattended.

2.7 Intellectual Property

Each employee agrees that the rights to all works which are being, or will be created and/or produced and/or contributed to by the employee in the course of their employment with the Australian Embassy will be owned by the Australian Government for the entire validity period of such rights. The employee waives any rights to remuneration in respect of such rights (other than the employee's normal salary in accordance with their employment contract) and will not be entitled to bring any claim against the Australian Government in respect of such rights. These rights are transferable/assignable by the Australian Government without notice; and the employee's agreement under this clause extends to bind and cover the employee's heirs and administrators.

For the purpose of this clause, 'rights' means all rights, copyrights, performer's rights, trade secrets and other industrial and intellectual property rights and interests in any and all works, documents and materials including but not limited to articles, presentations, reports, computer programs and data, algorithms, systems, procedures, names, marks, inventions, drawings, designs, concepts, information, cards, tapes, papers, documents and materials.

2.8 Confidentiality

All employees must sign a written undertaking in the form required by the Australian Embassy and/or their Agency from time to time agreeing to observe strict secrecy regarding all matters connected with their employment.

Any employee breaching this undertaking may be subjected to disciplinary action in accordance with local labour laws and the departmental Code of Conduct.

3 Conduct

3.1 Code of Conduct

The Australian Embassy is committed to the highest levels of probity and integrity in all its official and business dealings.

All employees must abide by the Code of Conduct as outlined in Chapter 3 of the DFAT Conduct and Ethics Manual. The Code of Conduct outlines the standard of behaviour and performance that is expected from all employees, and may change from time to time. Employees are to read and sign an acknowledgement that they accept the conditions under the Code of Conduct.

Where there is a suspected breach of the Code of Conduct, the matter will be dealt with by the employing Agency Head in the first instance. Alleged misconduct will be investigated promptly and fairly in accordance with steps outlined in Chapter 11 of the Conduct and Ethics Manual. An employee who is found to have breached the Code of Conduct will be subject to disciplinary action, including possible dismissal.

3.2 Conflict of Interest

As provided for in the Code of Conduct, all employees are expected to comply with the requirement for financial certification and disclosure, including the reporting of full and accurate information where required. This may also entail obtaining the cooperation of immediate family members.

All employees are required to sign a Conflict of Interest declaration at the start of their employment. Failure to comply with this undertaking could result in disciplinary action including termination of the employee's service.

Any employee who considers that they might be in a position of actual or apparent conflict of interest should disclose the matter to their supervisor or their Agency Head. This requirement is an important safeguard both for the Australian Embassy and our employees.

Employees who leave the Embassy will not be eligible to participate in competitive tenders in which their previous employment could provide a real or perceived advantage in the selection process within nine months of separation.

3.3 Unauthorised Absence from Duty

Employees unable to attend work on any given day are to advise their supervisor as early as possible on the day (no later than 1000hrs). If an employee is unable to communicate themselves they must get a family member to contact the Australian Embassy on their behalf. If an employee is unable to contact their supervisor they must contact a colleague within their section or an A-based manager.

Where an employee is absent from work without approval, all pay and other benefits provided under these Terms and Conditions will cease to be available until the employee resumes work or is granted leave. Periods of unauthorised absence do not count as service for any purpose under these Terms and Conditions. The relevant Agency Head will determine when a period of unauthorised absence commences.

After two informal warnings, a third unauthorised absence will be referred to the relevant Agency Head or their delegate who will determine the appropriate action to be taken, which may include termination of employment.

3.4 Attendance at Official Functions

Attendance at official functions and meetings, including in overseas locations, is included as part of duties and as such expectations of behaviour and appearance are the same as those expected at the Australian Embassy.

3.5 Accepting Gifts, Money or Commissions

An employee must not directly or indirectly solicit or accept gifts, money or commissions from any person or organisation concerned with or seeking to be concerned, directly or indirectly, with any matter relating to the official business of the relevant Agency. No gifts may be accepted without the written permission of the HOM/ SAO or the relevant Agency Head. Agencies may have differing guidelines covering the acceptance of gifts which will be advised to employees on commencement of duty.

3.6 Smoking in the Workplace

In recognition of the increasing evidence of the adverse health effects of smoking, the Australian Government has instituted a ban on smoking in all its offices both in Australia and overseas. As a result of the ban, the Australian Embassy is designated a smoke-free environment and smoking is prohibited. Smoking in official vehicles, chancery and other official buildings or in any non-designated area is also prohibited.

3.7 Complaints or Grievances

An effective workplace requires that all staff work together in a collegial manner, each group respecting the others' skills, expertise and experience and treating each other in a professional manner. Given the widely varying cultural contexts in which the Australian Embassy operates, complaints and differences arise, often simply as the result of misunderstandings through language differences or unintended disrespect of different cultures.

It is incumbent on all employees that complaints or grievances be raised and addressed at an early stage, and not left to develop in a way that is detrimental to the efficient operation of the post. In all circumstances, the principles of natural justice should be a key consideration in resolving complaints or grievances.

For more information on the procedures to manage complaints and grievances at post, please contact the HR section.

4 Terms of Employment

4.1 Relationship to Australian Legislation

Employees are employed under section 74 of the Australian Public Service Act 1999, which allows certain Agency Heads, or their nominated delegate, to employ staff to perform duties overseas. These employees are not considered to be Australian Public Service employees, and the terms and conditions of employment pertaining to Australian Public Service staff are excluded under this type of employment.

4.2 Levels of Classification

Classification levels for positions are determined in accordance with work level standards. Changes to the classification of individual positions requires an assessment of the position description and required capabilities and will only be made after consultation with Post Management, employees and, where they choose, their representatives.

4.3 Employment Contracts

All offers of employment will be made and accepted in writing. Employment contracts must be signed before the new employee commences duty.

The Australian Embassy has a range of employment contract arrangements to accommodate the various employment needs that arise. The employing Agency delegate will determine the type of contract offered for specific positions.

4.3.1 Permanent (regular) Employees

Following a period of probation and subject to satisfactory performance employees may be offered permanent (regular) employment. Permanent (regular) employment can only be terminated in accordance with local labour law.

4.3.2 Contract Employees

Contract employees will be employed on fixed long-term or short-term contracts with the length and prerequisite skills appropriate to each individual position. At the end of the fixed-term contract, the contract may be extended by the Australian Embassy, depending on requirements.

Fixed long-term contracts are longer than six months and generally up to two years.

Fixed short-term contracts are less than six months.

To avoid doubt and without prejudice to any rights the parties may have under the contract, the employee acknowledges that upon the expiration of the contract the Australian Embassy is under no obligation whatsoever to extend all or any of the terms of the contract, enter into any further or other contract with the employee, or provide any further employment to the employee.

4.4 Probation

Confirmation of permanent and contract employment is subject to an initial probationary period of three months, and satisfactory medical and police/security checks. The probation period can be extended to six months at the discretion of the relevant Agency head if it appears that the employee requires further opportunity to meet the reasonable standards of employment made known to the employee at the inception of employment. There is no probation period for fixed short-term and long-term contracted employees.

The appointment of an employee will be confirmed at the end of the probationary period only when performance is assessed as meeting minimum requirements and satisfactory medical and police/security clearances have been received.

During the probationary period, either the employee or the employing Agency may terminate the employment. The employee will receive salary owing until the termination date, but is not entitled to any other payment in respect of termination. Due process requirements will be observed in case of termination for misconduct or for failure to meet the standards of regularization. The probationary period is also included in the period of employment for benefits of confirmed employees.

4.5 Contract Variation

Contract variations may be made from time to time to reflect changes in employment arrangements and/or operational requirements. Supervisors will discuss proposed contract variations with the employee at least five working days before the proposed variation start date.

4.6 Probity Checks, Security Clearances

Employees may be required to undertake a probity check and/or obtain a security clearance, dependent upon the access to material required by their position.

In some cases, a probity check and/or Australian security clearance may be required as a pre-condition of employment and revalidation reviews undertaken on a periodic basis. These include National Bureau of Investigation (NBI) and police clearances where applicable.

Any false statements made by the employee relating to the security clearance will be deemed to be a serious violation.

If at any time a security clearance is revoked, the employee will be immediately placed under preventive suspension while the Embassy conducts an investigation.

4.7 Expatriate Employees – Visas

For expatriate employees, employment at the Australian Embassy is conditional on the relevant authorities in the Philippines granting permission to enter and remain in the Philippines to work for the Embassy. If such permission to remain in the Philippines is refused or revoked or otherwise not renewed, the employee's employment immediately terminates and the Embassy will only be obliged to pay any compensation or similar payment in respect of such termination in accordance with labour laws of the Philippines.

4.8 Medical Checks

The initial employment of an employee will only be confirmed subject to a satisfactory medical examination report. The medical examination is required to establish fitness for the type of work in which the employee will be engaged.

The Australian Embassy will provide medical check-ups for employees every 12 months thereafter. The cost of these examinations (including chest x-rays or pathology) is met by the relevant Agency. Confirmation that the check has been undertaken will be held in the employee's personal file. Where, as a result of such a report or from the examination, a medical condition is found which requires on-going monitoring; the staff member concerned will be required to undergo further medical examinations as determined by the medical doctor.

4.9 Fitness for Duty

As part of its duty of care, an Agency at the Australian Embassy may need further medical information to assist an employee to manage a medical condition in the workplace. The Agency Head may direct, by written notice, that an employee undertake an independent medical examination to identify their fitness to return to work. An employee may be directed to undertake a fitness for duty appointment where:

- an employee has been absent from work due to illness or injury for a continuous period of four weeks, or for a total of four weeks within a 13 week period

- an employee returns to work after being absent due to illness or injury and the delegate believes that the employee is not fit to return to work
- an employee leaves a post for health reasons and there are concerns that a return to post may expose the employee to further health risks
- a supervisor suspects that an employee's health may be affecting their work performance
- an employee is considered to be a danger to themselves or others
- an employee may have been exposed to an infectious disease or harmful substances during the course of their official duties
- an employee seeks to reduce their hours of employment due to health reasons
- an assessment needs to be made regarding the employee's ability to participate in a return to work program
- medical advice indicates a total and permanent incapacity, or
- the delegate wishes to obtain supporting medical evidence in addition to that provided by an employee seeking personal leave.

The employing Agency may have further information on fitness for duty policies and procedures.

If employment is terminated as a result of being assessed as being unfit for duty the employee will be entitled to receive termination payments in accordance with local labour law requirements.

4.10 Review of Actions

Where an employee disputes the interpretation of a term or condition of employment, the employee should refer the matter to the SAO or relevant Agency Head, in the first instance. The employee may also confer with MBSAG for advice.

5 Remuneration

5.1 Salary on Commencement

Base salary on the date of commencement will usually be determined by where the position is classified in the relevant remuneration scale. An employee may be engaged on a higher base salary depending on their skills, knowledge and experience, relevant Agency budget, or local labour market conditions.

Base salary on the date of commencement is to be approved by the employing Agency and confirmed in a letter of offer.

5.2 Salary Reviews

A comprehensive salary review incorporating a market survey of comparable positions in like-minded agencies should be conducted once every three years.

Employee salaries will be assessed annually taking into account movements in the cost of living. The HOM may also consider an employee-initiated request for a review of salaries, due to unexpected changes in local living conditions. Any salary increases will need to be accommodated and sustained within Agencies' operating and out-year budgets, and approved by all relevant Agency Heads, or their delegate.

5.3 Currency of Payment

All salary and related payments are calculated in and paid in Philippine Pesos.

5.4 Payment of Salary

Employee salaries and other salary related payments such as overtime are paid twice monthly on the 14th and 29th directly to the employee's personal bank account, accredited by the Embassy. Where a payday falls on a weekend or Embassy public holiday, the payday will be brought forward to the closest banking day prior to the break.

Employees may, in limited circumstances, request prepayment of salaries, bonuses and allowances. A maximum of one month's salary can be prepaid, except in the case of maternity leave when two month's salary can be prepaid. Prepayment will not be approved 30 days before an employee's resignation date. Salary prepayment requests are subject to the approval of the relevant Agency head.

5.5 13th Month Payment

At 30 November each year when an employee has completed one year service, the employee shall be entitled to be paid a 13th month equal to 1.08 of a month's salary.

An employee who has completed less than one year service shall be entitled to be paid the pro-rata amount according to completed months of service.

5.6 Taxation

An employee will be required to establish their own liability to pay the Philippines or other income tax and any liability for taxation is the personal responsibility of the employee. This includes citizens of the Philippines. The Australian Embassy takes no role in the withholding or submission of income taxation payments to the Bureau of Internal Revenue or any other taxation collecting authority. At the end of each Philippine financial year a Statement of Earnings will be issued to each employee. An employee is responsible for any tax or other contribution obligations not directly related to the employee's employment with the relevant Agency, and any increased income tax payable in respect of the employee's employment with the relevant Agency as a result of any employee's employment outside the Embassy. The Embassy expects that all staff will abide by the Philippine law in relation to taxation.

Employees who are Australian residents, including those who hold dual citizenship, must complete a residency e-tool on the Australian Taxation Office (ATO) website. E-tool determinations will be filed on an employee's personnel file, together with the information provided by the ATO on the 'basis of the decision'. Employees will also sign the Australian Residency Tax Statement. The ATO regards a spouse of an Australian public servant who is posted to the Philippines as an 'Australian resident' for tax purposes. Australian Pay as You Go (PAYG) tax will not be withheld from an employee's salary. It is an employee's responsibility to make their own arrangements in regard to payment of their income tax obligations to the ATO. In July each year a Statement of Earnings will be issued to each employee and a copy sent to the relevant Agency in Canberra for on-forwarding to the ATO.

5.7 Social Security Contributions

Employees will be enrolled as members of the Philippine Social Security System (SSS) which provides a range of benefits including sickness, maternity, disability (temporary and permanent), death, funeral, and a pension fund. An employee is required to contribute a portion of their salary to SSS. This amount will be withheld by the Embassy and remitted to SSS in accordance with its requirements. The Embassy will also pay contributions as required to meet its employer obligations to SSS. These contributions will also be remitted to SSS in accordance with its requirements. To obtain further information please consult the HR Section.

5.8 Superannuation Contributions

For 'Australian Residents' for Tax purposes

In relation to an employee who is regarded by the ATO as an 'Australian resident' for tax purposes, the Australian Embassy is required, in accordance with the Superannuation Guarantee (Administration) Act 1992, to pay contributions to a complying superannuation fund on the employee's behalf. The employee will be required to either fill in a compliant Australian Super Application Form; or provide information on a current superannuation policy. The Embassy will calculate the contributions and make the payments directly to the relevant scheme. In relation to an employee who is regarded by the ATO as an 'Australian non-resident' for tax purposes, the Embassy is not required to pay contributions to a complying superannuation fund on the employee's behalf.

5.9 Workers' Compensation

The Embassy will arrange and maintain workers' compensation coverage for all employees through the Philippine Social Security System (SSS). In addition to SSS, employees are covered under a group life insurance policy in the event of accidental death or permanent disability; the amount of which will be subject to contract negotiations with the insurance provider and subject to agreement between Post Management and MBSAG.

Staff can consult both policies and any other written material from SSS and the group provider to determine the conditions covered under the policy. To obtain further information please consult the HR Section.

6 Working Hours

The Australian Embassy is committed to providing flexibility in working arrangements that promotes good work and life balance and supports operational effectiveness. From time to time employees may be required to work additional hours. Employees and their supervisors are expected to avoid situations where excessive working hours become routine. Supervisors are encouraged to work cooperatively with employees to ensure regular review of work practices; rigorous prioritisation; the use of effective time management techniques; and appropriate access to time off in lieu to compensate for unavoidable periods where long hours have had to be worked.

6.1 Hours of Duty

Employees may be engaged on fixed or flexible hours depending on operational requirements. Employees are required to work 37 hours and 30 minutes per week, between Monday and Friday.

Employees on fixed hours are required to work between the hours of 08:00 and 16:30 on weekdays. Each employee is entitled to a daily lunch break of one hour between 12:00 and 14:00 and, at a minimum, is required to take a 30 minute break at the end of five hours' work. An alternative lunch break will be arranged should the employee be unable to take lunch during the standard lunch period.

Employees on flexible hours are permitted to work within the bandwidth of 07:00 and 18:00 on weekdays and other hours outside of the normal working hours of the Australian Embassy providing an A-Based officer is on duty in the relevant work area. Employees are required to be in attendance during core hours of 10:00 – 12:00 and 14:00 – 16:00 unless approval has been given by supervisors to absent on leave. Absences during core hours without prior approval will be considered as leave without pay. Flexible hour arrangements are not available to part-time, fixed short-term contract staff or job-share employees.

Drivers and Maintenance staff are engaged on fixed hours and are required to work 40 hours per week, between Monday and Friday. Hours are fixed between 08:00 and 17:00.

All employees must maintain a formal record of their time upon arrival at and departure from work each day using the Microsoft Excel timesheet template available on Satin Low (or from HR section for staff without access to Satin Low). Timesheets should be signed by immediate supervisors at the end of each period and retained by employees for audit purposes. Timesheets are to be made available to supervisors upon request. For security reasons, employees must record all arrivals and departures from the Embassy by swiping their pass on the entry/exit patches located at the Embassy's reception area.

Employees working flexible hours must maintain a flextime sheet which records hours of attendance outside a standard working day. Flextime allows excess time worked to be banked up to 10 hours and taken as leave. At the end of each pay period any credit in excess of 10 hours will be forfeited. A minimum half hour lunch break must be taken and cannot be added to flextime if the employee does not take it. Timing of flextime leave will be negotiated between the employee and their supervisor. If overtime is agreed with the supervisor, these hours cannot be included in flextime calculations. Good time management practice is to keep flextime balances in credit, however in exceptional circumstances supervisors may approve a flextime debit balance up to 10 hours. Flextime debit balance beyond 10 hours will be treated as leave without pay. Flextime debit hours should be made up at the earliest available opportunity.

Depending on operational requirements, credit and debit balances should be addressed in the next fortnight.

These hours of duty may be changed from time to time at the HOM's discretion by advance notice in writing.

6.2 Part-time Work

All employees may be able to negotiate part-time hours with their supervisor, to be approved by the relevant agency head. Part-time employees are entitled to the same conditions as full-time employees on a pro-rata basis (where applicable). All part-time work arrangements should be reviewed annually to ensure that they continue to meet operational requirements of the post and the duties of the position.

6.3 Public Holidays

The Australian Embassy will observe a combination of Australian and local public holidays, to a maximum of 14 days, as determined by the HOM. All employees, excluding fixed short-term contracted employees, are entitled to be paid salary for any public holiday except where the public holiday falls within a period that the employee is taking Leave Without Pay.

6.4 Excess Duty

Employees may also be required on occasion to work additional time outside the normal working hours for which either payment of overtime or time off in lieu will apply when approved in advance by the employee's supervisor.

Drivers and Maintenance Staff engaged on fixed hours (40 hours per week) are eligible to claim excess duty for any work performed outside the fixed hour bandwidth of 08:00 and 17:00 Monday to Friday.

For staff other than drivers and maintenance staff, on a normal Monday to Friday working day excess duty can only be claimed for work performed before 07:00 and after 18:00.

On Saturdays, Sundays and public holidays the minimum period of excess duty for all staff which will be approved will be two hours.

It will be the employee's choice in consultation with their supervisor, as to whether overtime or time off in lieu provisions will be taken.

Employees are entitled to an unpaid 30 minute break every five hours when working, which needs to be taken into consideration when an employee works excess duty.

Overtime will be rounded up to the nearest 15 minutes for payment purposes.

Payment for approved overtime will be calculated as follows:

- 150 per cent of the normal hourly rate for overtime performed on normal working days or Saturdays
- 200 per cent of the normal hourly rate for overtime performed on Sundays
- during Australian Embassy public holidays:
 - normal hourly salary plus 100 per cent for overtime worked between 07:00 and 18:00
 - 200 per cent of normal hourly salary for overtime worked before 07:00 or after 18:00.

Overtime payments are made monthly, in arrears with normal salary payments.

TOIL is to be calculated on the same basis as overtime.

Time off in lieu accrued by an employee must be taken within a month of the overtime being performed. Good management practice is to require time off in lieu to be taken as soon as possible

after the overtime is worked. TOIL credits cannot be converted to any other form of leave, or converted to cash.

Time off in lieu related to official travel is dealt with in clause 10.7 Travel and Time off in Lieu.

Except in cases of high emergency, an employee must have at least eight consecutive hours plus reasonable travel time between the completion of overtime and the commencement of work on the following day.

6.5 Attendance at Official Functions after Hours

Employees directed to attend official functions after standard work hour's flextime bandwidths, may claim either overtime or time off in lieu. The amount of overtime or time off in lieu that can be claimed will be a maximum of two hours, or as agreed with the supervisor.

This does not apply to an employee on a short-term mission or where the official function is deemed by the HOM or relevant Agency Head to be a social event where attendance is not compulsory.

7 Performance

7.1 *Effective Performance Management*

Effective performance management is an essential component of a constructive workplace environment where performance is honestly appraised, performance above expectations is recognised and under-performance is quickly and responsibly addressed. The Australian Embassy is committed to a performance management framework that is fair and equitable for all employees. The performance management framework covers:

- * a standardised probationary process
- * a robust and accepted performance appraisal process linked to the achievement of work objectives with a targeted learning and development plan
- * clear policy, terms and conditions and support for effectively managing underperformance.

The performance appraisal component aims to:

- * align individual performance and behaviours with agency goals and objectives
- * support skill development and career planning
- * recognise and reward good performance, improve and manage individual performance and manage underperformance
- * provide individual and organisational accountability, including assessment of employees on performance on tasks and leadership behaviours.

At the commencement of each performance cycle, all employees are required to establish a performance agreement with their supervisor. The agreement must identify clearly the major duties and responsibilities of the position and include well-defined and measurable performance indicators against which the employee's performance will be assessed during and at the end of the appraisal cycle. An employee's performance agreement must reflect the position's work level standard, and take into account the relevant Agency's objectives and operational plan.

Employees who work for more than three months in any performance cycle should participate in the performance management system. Part-time employees should also participate in the performance management system. Commercially contracted staff are not included in the performance management system.

7.1.1 **Managing Underperformance**

Our employees routinely display the highest levels of commitment and individual and team performance. There may, however, be occasions when an individual employee does not perform consistently to standards expected. For details on managing underperformance, please refer to guidelines available from the HR section.

7.2 *Upward Appraisal*

Upward appraisal is an intrinsic part of performance management and is viewed as a means for staff to play a role in ensuring that supervisors manage their resources effectively. It underlines the importance of a productive and continuing interaction between supervisors and staff and provides the next level supervisor with an essential insight into the supervisor's management performance.

7.3 Performance Ratings

At each formal performance appraisal (i.e. mid-cycle, end-of-placement/posting and end-of cycle), the supervisor will assess the employee's work performance against their performance agreement using the following four point rating scale:

Performing exceptionally – the employee consistently exceeds expectations against the objectives and indicators set out in their performance agreement.

Performance at this level is clearly unique and the employee has made an extraordinary effort sustained throughout the performance cycle, and/or excels due to their expertise. The employee's contribution to the work of the team has been exceptionally strong. To be considered for this rating, supervisors must provide evidence of the employee's exceptional work.

Performing well – the employee meets and may sometimes exceed expectations against the objectives and indicators set out in their performance agreement.

There may be some development and training options to consider in conjunction with this assessment. Performance at this level is above average and the employee has made a strong effort sustained throughout the performance cycle and/or a strong contribution to the work of the team that meets and at times exceeds the standards for quality, quantity and timeliness of work expected for the position.

Performing satisfactorily – the employee generally meets expectations against the objectives and indicators set out in their performance agreement.

This rating could be applied to new employees, newly promoted or transferred employees or employees returning from long term absences, as it reflects that the employee is in a stage of learning and development and/or that the employee has not been in their position for a period long enough to demonstrate that they are performing well.

Performance at this level is average but satisfactory. The employee may exceed expectations in some areas and require improvement in others but, on balance, the work generally meets expectations. A skills development plan may be implemented to ensure the employee has the necessary training and skills to consistently meet expectations.

Needs improvement – the employee performs below the standard expected in key aspects of their duties against the objectives and indicators set out in their performance agreement.

An employee at this level fails to meet some significant job expectations. Improvement is required to fully meet the expectations of the position. While certain duties of the position may be performed capably, performance at this level requires the implementation of a formal performance management process to ensure the employee meets the standard of work performance expected.

7.4 Performance Reward

Employees who receive a 'performing exceptionally' or 'performing well' rating will advance one salary pay point. Employees who are already at the top pay point for the level at which their positions are classified, will receive two per cent of their annual base salary (i.e. 12 month salary)

as at 1 April as a one-off performance bonus (that is, the bonus amount will not be included in their base salary).

Employees who receive a 'performing satisfactorily' or 'needs improvement' rating will not be entitled to a pay point advancement or bonus.

8 Leave

8.1 Leave during Hours of Duty

An employee may be granted leave, from one of the following categories, during applicable ordinary hours of duty. The absence may be granted with or without pay as determined by the relevant Agency Head.

8.2 Recreation Leave

Employees are entitled to 20 working days paid Recreation Leave during each full year of employment (pro-rated for part time employees). Recreation leave will accrue monthly up to a maximum of 30 days.

An employee who has more than 30 days Recreation Leave credits on 1 January in any year will be required to make arrangements with their supervisor to reduce their Recreation Leave balance to not more than 30 days by no later than 30 June of that year. An employee who has more than 30 days Recreation Leave credits on 30 June of any year will be deemed on leave, unless a prior arrangement is agreed with the Delegate due to work commitments.

Employees may access accrued Recreation Leave with the prior authorisation of their supervisor. Supervisors must process requests for annual leave promptly and, subject to operational requirements, will not unreasonably decline requests for annual leave.

Employees are encouraged to take their full Recreation Leave entitlement each year. Supervisors are responsible for enabling employees to take this leave by effective planning within their work area.

An employee who is ill or injured for one day or longer during a period of Recreation Leave and who produces a medical certificate may apply for Personal Leave. Recreation leave will be re-credited to the extent of the period of the Personal Leave granted.

In the event of resignation, retirement, redundancy and expiry of contract term at any point throughout the year, all unused leave credits, will be paid to the employee and included in the termination payment.

8.3 Personal Leave

Employees are entitled to paid Personal Leave which can be used for personal illness, injury, emergency situations, caring for an immediate member of the family, employee's continuing education, child's first day of school, relocation of place of abode, or other personal situations mandated by local labour law, up to a maximum of 18 days per annum (pro-rated for part-time). Leave is accrued monthly and is cumulative from year to year.

Short-term fixed contract employees are not entitled to Personal Leave.

Any Personal Leave which has not been used by the employee at the time they cease working for the Australian Embassy will be not be paid out.

An employee who, without prior approval from their supervisor, takes Personal Leave will notify their supervisor prior to 10:00 am on the day(s) of absence.

A medical certificate from a registered health practitioner must be produced for absences exceeding three consecutive working days. Where it is not practicable for the employee to obtain a medical certificate, the employee must provide a statutory declaration stating the reason for absence and the reason that a medical certificate could not be obtained. Total number of Personal Leave days allowed without a medical certificate in a year is six. Personal Leave absences for the

purpose of caring for a family member are also subject to the production of a medical certificate as specified above.

Under the Philippine Social Security System (SSS), a sickness benefit may also be payable. Further details are available from the HR Section.

An employee who has exhausted all of their Personal Leave credits may apply for leave without pay after 12 months' service. Application for Personal Leave without pay will need to include a medical certificate.

8.4 Compassionate Leave

An employee is entitled to paid compassionate leave in the event of the death of an immediate family member (as defined in the Glossary) or household member for three working days per occasion. Employees may access further leave, if required, under other provisions as appropriate. In addition, the employee will be eligible for a payment of Php 2,000.

8.5 Maternity Leave

A female employee who gives birth naturally or by caesarean delivery is entitled to 13 weeks (91 calendar days) paid maternity leave or 26 weeks (182 calendar days) at half pay. The maternity leave can be taken for any consecutive period before or after the birth but at least six weeks leave must be taken immediately following the birth. A female employee who suffers a miscarriage is entitled to 60 days paid maternity leave.

A female employee choosing to work in the final two months of pregnancy should not work overtime or at night, or be directed to undertake official travel outside Manila. Where an employee chooses to work in the last month of pregnancy a medical certificate verifying fitness for work must be provided.

A female employee may also take annual leave credits or Leave Without Pay to extend the period of maternity leave to 12 months.

Paid maternity leave will be included in the period of employment for accrual of benefits and other leave entitlements.

Under the Philippine Social Security System (SSS), a maternity benefit may also be payable. Further details are available from the HR Section.

If an employee is breastfeeding her child, she will be allowed periods of absence from work of at least 30 minutes twice each day during normal working hours. There will be no deduction from salary for these absences.

If a staff member is breastfeeding, she is not required to work overtime, attend official functions or undertake official travel.

8.6 Special Leave

A female employee who undergoes surgery caused by gynaecological disorders is entitled to up to two months paid special leave per year. Certification of a competent physician as to the required period of recuperation is required to support this leave application. Where a female employee undergoes surgery due to gynaecological disorder while on approved paid maternity, only the difference between the special leave benefit and maternity leave benefit can be accessed.

8.7 Adoption Leave

Where an employee legally adopts an infant under 12 months of age and is assuming primary care responsibilities for that child, providing the employee has had 12 months' qualifying service with the Australian Embassy, they will be eligible for 13 weeks' full pay or 26 weeks' half pay adoption leave from the date the child comes into the employee's care.

The adoptive child must not be a child or step-child of the employee or their partner, unless that child has not been in the custody and care of the employee or their partner for a significant period.

Where the employee is the secondary carer of the adopted child, then they are entitled to Parental leave.

An employee who is absent under this clause on Leave Without Pay or a period of paid Adoption Leave, will not be entitled to access other parental leave provisions.

8.8 Parental Leave

Where an employee's spouse or partner is the primary carer of a child, they are entitled to a period of 10 days full pay or 20 days half pay parental leave subject to the leave being taken within 12 weeks of the birth of the child or of the date of adoption.

8.9 Miscellaneous Leave

The HOM may grant an employee miscellaneous leave to cover unexpected absences from work where serious circumstances beyond the person's control make it impossible for them to continue their day-to-day work, and the employee has exhausted other leave provisions. Depending on operational requirements, miscellaneous leave may be approved:

- (a) for the period requested or for another period
- (b) with or without pay; and
- (c) to count as service or not to count as service.

8.10 Leave Without Pay

Subject to advance agreement with the relevant Agency Head, an employee may be eligible for Leave Without Pay.

Where an employee is granted Leave Without Pay either immediately before or after a public holiday (but not both), salary for the public holiday will be paid, but if a public holiday falls within a specified Leave Without Pay period, the public holiday is not payable.

If an employee takes more than 30 calendar days' Leave Without pay in an accrual year, the next accrual of Recreation Leave, Personal Leave and Bonus Payment will be reduced pro rata by the number of days Leave Without Pay that the employee has actually taken in that accrual year.

An employee who wishes to take Leave Without Pay must submit their application to their Supervisor at least one month in advance. The length of the period of Leave Without Pay is to be agreed between the employee and the relevant Agency Head or their delegate.

8.11 Recall from Leave

If an emergency situation arises, then all employees are subject to recall to their duties. In such a situation, leave in lieu of this time will be granted as soon as possible after the emergency situation has finished. Reimbursement of any cancellation penalties will be paid in line with A-based guidelines.

8.12 Leave to count as service

All paid leave will count as service for the purpose of accruing Recreation and Personal Leave. Generally unpaid leave does not count as service for the purposes of Recreation and Personal Leave.

9 Allowances and Benefits

9.1 Higher Duties Allowance

An employee may be temporarily assigned duties at a higher classification level. Decisions on the granting of Higher Duties Allowance will be made on the basis of a clearly established operational need.

An employee who is temporarily assigned duties at a higher classification level for 10 continuous working days or more will be paid an allowance for the total period of those duties.

The rate of Higher Duties Allowance payable to an employee will be the difference between the employee's current salary and the first pay point of the locally engaged staff classification level at which the employee is temporarily assigned duties.

In order to be paid Higher Duties Allowance, the employee must perform all, or a substantial percentage of the duties of the senior position. The relevant Agency Head may consider partial payment of Higher Duties Allowance for partial performance of the duties of the position if appropriate.

A merit-based selection process will be undertaken by the relevant agency where the period of duty is expected to exceed one month. The final decision on assignment of Higher Duties Allowance rests with the agency head.

9.2 Meal Allowance

Employees are eligible to claim a meal allowance of Php300 for overtime commencing before 07:00 or finishing after 19:00, or over the period 12:00 to 14:00. A meal allowance will also be paid to employees (other than drivers) who are required to take a meal break away from the office and may not reasonably be expected to return to the office or their home for a meal during the period 12:00 noon to 2:00pm on a normal working day. A meal allowance is only payable after five hours have been worked and when a minimum meal break of at least one half hour is taken, for which no overtime is payable and no meal is otherwise provided. Employees are not eligible for meal allowance if they are in receipt of Travel or Transit Allowance or where a meal is provided.

9.3 Health Insurance

The Embassy pays, on behalf of each employee, full contributions to health insurance schemes including PhilHealth and a private Health Maintenance Organisation provider. Where an employee wishes to enrol their spouse or dependent child (up to the age of 18) or de facto partner in the scheme, the Embassy will pay, on behalf of the employee, 50 per cent of the contributions in respect of the dependant. The remaining 50 per cent will be deducted from employee salary.

Staff can consult policies and any other written material from the providers to determine the conditions covered under the policy. To obtain further information please consult the HR Section.

9.4 Professional Memberships and Affiliation

Agency heads may consider, on a case-by-case basis, written applications for the payment or part payment of subscriptions or professional fees to professional bodies that are necessary or of direct benefit to the Agency.

9.5 Uniforms and/or Protective Clothing

If an employee is provided with a uniform the employee will be required to wear the complete uniform at work every day, or as required, and to maintain all the items in a clean and good condition at all times. If an employee is provided with an item or items of protective clothing, such as boots, protective glasses etc., the employee will be required to wear the protective clothing for the duration of the task for which the clothing is provided.

9.6 Transportation Allowance

If an employee is directed to commence duty before 06:00, or cease duty at or after 21:00, or called in on emergency overtime on any day, that employee will be entitled to claim transport costs up to a maximum of Php800.

9.7 Eyesight testing

The Embassy will ensure that employees engaged in visually demanding tasks have access to optical assessment and correction services to enable them to perform their tasks effectively and without experiencing symptoms of eye strain. Employees will be eligible to access the same provisions as DFAT A-based staff. These are specified in DFAT's Work Health and Safety policy (<http://dfatintranet.titan.satin.lo/whs/Pages/WHSElement13.aspx>). In summary, the Embassy will provide the following assistance to employees engaged in visually demanding tasks:

- reimbursement of the cost associated with a four point eyesight screening test or equivalent every two years; and
- contribute toward the cost associated with the supply of corrective spectacles (does not apply to contact lenses or surgical procedures) up to the maximum value specified in the policy (above), every two years.

9.8 Training, Professional Development and Further Study

The Embassy recognises that training, professional development and study enhances the skills of its employees which in turn strengthens and benefits the organisation as a whole. The Embassy is committed to providing employees with access to relevant training and professional development opportunities, a minimum of five days per year. Employees are encouraged to discuss training and professional development opportunities with their supervisor and propose relevant courses. Attendance is subject to approval from the agency head.

Where an employee is enrolled in a post-secondary study program that is of benefit to the Embassy and directly related to the role performed by the employee, the agency head may approve reimbursement of tuition costs on successful completion of units of study, and time off for study leave as considered appropriate, on a case-by-case basis. Study that is approved and paid for by the Embassy is considered training and development in the context of the Embassy's annual training undertaking.

9.9 Pharmaceutical Allowance

Staff employed by DFAT on or before 1 July 2000 are entitled to an annual Pharmaceutical Allowance of Php3000 plus Php1500 per dependant (spouse not older than 65 years old and child not older than 18 years).

This allowance will be paid in one lump sum at the beginning of each financial year and will not count towards salary for any purpose. If the employee ceases to be employed by the Embassy for any reason, a pro rata amount will be recovered from the staff member.

9.10 14th Month Payment

Staff employed on or before 1 May 2002 are entitled to an additional one month's payment, paid as at 31 May. Periods of leave without pay of 22 days or more during the period will affect payment as this payment is pro rated on the basis of days of service within the given period.

10 Travel

10.1 Official Travel

Official travel is based on reasonableness, flexibility and personal accountability. All employees are expected to neither gain nor lose financially as a result of undertaking official travel. Employee's standards and class of travel and accommodation is mirrored on the DFAT Non-SES A-based entitlements, as specified in DFAT's Human Resource Manual Volume 1.

For international flights where the actual flight time on a direct route is more than eight hours, a rest period is available for a maximum of one day at the destination (including weekends).

10.2 Travel and Transit Allowance

A travel allowance to cover the cost of accommodation, meal(s) and incidental expenses will be made available, in advance, to an employee who undertakes travel on official business and is required to be absent from home overnight. Costs such as departure taxes, passport application fee, visa application fees associated with official travel will be met by the relevant Agency.

Rates of travel allowance are the same as those of the employing Agency's non-SES A-based staff and may be updated from time to time to reflect movements in accommodation and meal costs.

Where an employee undertakes travel on official business and is not entitled to travel allowance (for example a day trip without an overnight stay), transit allowance may be claimed. Transit allowance is payable to staff once daily at 100 per cent of the incidental rate to cover situations as follows:

- when the approved mode of transport is not an aircraft (such as car, ferry or train) and sustenance is not provided by the carrier and actual travel time exceeds two hours;
- when sustenance is not provided by the airline (budget airline) and point to point travel (including minimum check-in) exceeds two hours; or
- when a staff member is travelling for more than 24 hours but is not entitled to any payment of travel allowance for that trip (for example staff are in transit on a flight or in airports for the entire duration of the trip).

Travel acquittal, using the travel acquittal form, must be completed and submitted as soon as possible and no later than two weeks after the end of the trip. No further travel will be permitted until previous travel has been acquitted. Any variation to travel times, accommodation and other official expenses such as taxi, car hire, and official telephone calls should be included on the travel acquittal claim sheet and approved by the employee's supervisor before submission to the appropriate delegate.

10.3 Equipment and Clothing Allowance

Equipment Allowance assists with the cost of travel equipment and other items purchased as well as the extra wear and tear on an employee's possessions resulting from overseas travel. If an employee travels on duty outside the Philippines and is paid travelling allowance, the employee is entitled to claim Equipment Allowance.

In addition, an employee may also claim Clothing Allowance to enable them to purchase clothing appropriate to the location to which they will travel. Travel to a location with a climate similar to the Philippines will not attract payment of clothing allowance.

Equipment and Clothing allowances are not payable more than once in any three year period. The amount of each allowance will mirror the DFAT A-based entitlement. For more information, please contact the HR Section.

10.4 Travel Insurance

If an employee travels on duty outside the Philippines, a travel insurance policy will be arranged that provides coverage for illness, hospitalisation and personal effects. To obtain further information please consult the HR section.

10.5 Use of Recreation Leave on Official Travel

Recreation leave may be taken immediately before or after official travel, at the discretion and prior approval of the Agency head. The number of days of annual leave that an employee on official travel may take must not exceed 20 per cent of the total absence from post (i.e. one day Recreation Leave for every five days of official travel). Agency Heads may grant leave in excess of the 20 per cent rule where employees undertake official travel to Australia.

No allowances are paid during the period of Recreation Leave taken in conjunction with official travel. Insurance coverage (10.4) does not apply to periods of Recreation Leave and staff may choose to obtain insurance to cover this risk.

10.6 Travel and Excess Duty

Official travel, where possible, should be undertaken during normal business hours. Where travel is undertaken outside the normal bandwidth of hours, staff are entitled to the excess duty provisions.

Excess duty must be agreed between the supervisor and employee before travel is undertaken, ideally on formation of the travel itinerary. Should the arrangements be unsatisfactory to either party, the need for travel should be revisited.

Excess duty will be available for a maximum of one hour travelling time each way where the travelling time takes place outside 08:00-18:00 Monday to Friday.

11 Ceasing Employment

11.1 Resignation

Where an employee resigns from service with the Australian Embassy they will be required to provide, in writing to the Agency Head, four weeks' notice of their intention to resign. Should an employee resign at the end of a period of recreation leave, termination benefits will be calculated from the end of the leave.

An employee will be paid in full for all outstanding entitlements including salary, accrued and unused Recreation Leave and pro-rata 13th month payment. Payment of any entitlements will be reduced by the value of any Recreation Leave anticipated by the employee or by any Leave Without Pay in excess of 30 calendar days.

An employee may request a letter confirming period of employment with the Embassy, which will be provided on the final day of service.

Where an employee signs a new contract with another Australian Embassy agency which is covered by these terms and conditions, the employee will retain their outstanding entitlements. Their employment is considered to be continuous, in terms of calculating any length of service entitlements.

11.1.1 Resignation benefit

There is no resignation benefit payable to staff engaged after 1 July 2014.

Resignation benefit for staff employed after 1 May 2002 but before 1 July 2014 will be paid resignation benefits as follows:

Less than 5 years of employment	- Nil
5 – 9 years of employment	- 75% of monthly salary x years of employment
10 years or more of employment	- 100% of monthly salary x years of employment

Staff employed on or before 1 May 2002 are entitled to:

- Payment of mid-year pay, calculated pro-rata based on actual date of resignation
- Lump sum payment for any unused sick leave up to a maximum of 54 days, and
- Resignation pay as follows:

10-14 years of employment	- 100% of monthly salary x years of employment
15-19 years of employment	- 125% of monthly salary x years of employment
20 years or more of employment	- 150% of monthly salary x years of employment

If an employee, who is eligible to receive a resignation benefit, ceases employment after the age of 55, they may receive either the retirement benefit or the resignation benefit, but not both.

11.2 Resigning to run for Public Office

An employee must resign in order to run for public office, and may, at the discretion of post management, be re-engaged.

11.3 Retirement

While the retirement age at the Embassy is 60 years, an employee may retire from 55 years of age. In exceptional circumstances the employing Agency may approve continuing employment beyond 60 years of age but not over 65. Any request from the employee to continue employment must be

made in writing and is subject to a satisfactory medical examination. Approval may not be given for continuation of more than one year at a time.

Upon retirement, the employee will be entitled to be paid out all accrued entitlements and any bonus owing under the Performance provisions of these Terms & Conditions. In addition to outstanding entitlements, an employee who has served at least five years shall be entitled to retirement pay as per local labour law.

For the purpose of calculating Retirement Pay, after an employee has met the minimum five year requirement, completion of six months up until the last day of employment is considered as a full year of service.

For staff employed after 1 May 2002, but before 1 July 2014, retirement benefits are as follows:

Less than 5 years of employment	- Nil
5-9 years of employment	- 75% (or local labour law, whichever is higher) of monthly salary x years of employment
10 or more years of employment	- 100% of monthly salary x years of employment

Staff employed on or before 1 May 2002 are entitled to a retirement benefit as follows:

10-14 years of employment	- 100% of monthly salary x years of employment
15-19 years of employment	- 125% of monthly salary x years of employment
20 years or more of employment	- 150% of monthly salary x years of employment

In addition, a lump sum payment for any unused personal leave up to a maximum of 54 days.

If an employee, who is eligible to receive a resignation benefit, ceases employment after the age of 55, they may receive the higher of either the retirement benefit or the resignation benefit, but not both.

An employee may request a letter confirming period of employment with the Embassy, which will be provided on the day of retirement.

Under the Philippine Social Security System (SSS), members are eligible for a Pension benefit. Further details are available from the HR Section.

The retirement benefit is not offered to Australian-resident LES, LE specialists nor to LES who are spouses of Australian-based officers. Payment will be made to an Australian superannuation scheme on behalf of Australian residents.

11.4 Redundancy

Employees may be made redundant in the case of a restructure or technological changes affecting the employing Agency or the Australian Embassy. The Embassy will manage such cases in accordance with departmental policy and with local labour law.

11.4.1 Redundancy Benefits

- Salary up to the last day of employment
- Lump sum pay for any unused recreation leaves up to a maximum of 30 days
- Payment of the 13th month pay, calculated pro-rata based on actual day of separation
- Severance pay at the rate of one month of salary for each year of service when the employee has no entitlement to a retirement benefit; or the applicable retirement benefit, whichever is higher.

For the purpose of calculating redundancy benefits, there is no qualifying period and completion of six months is considered as a full year of service.

Staff engaged on or before 1 May 2002 are also entitled to a lump sum payment for any unused personal leave up to a maximum of 54 days.

An employee may request a letter confirming period of employment with the Embassy, which will be provided on the last day of employment.

11.5 Termination initiated by the Australian Embassy

Except in the case of dismissal for misconduct, as defined under clause 11.6, all other cases of termination of employment initiated by the Australian Embassy will be in accordance with the Philippine Local Labour Law. The Australian Embassy will give 30 days' notice.

11.6 Dismissal (for misconduct)

The Australian Embassy may terminate the employee's employment if they behave in a manner which, in the opinion of the Embassy, contravenes either the Code of Conduct, local labour law, the criminal laws of the Philippines or any other lawful and reasonable direction given to the employee by the employer or the employer's representative.

Where employment is terminated, all accrued entitlements will be paid to the employee.

Post Management will follow due process in accordance with departmental guidelines and local labour law requirements.

11.7 Death of an Employee

If an employee dies while employed by the Australian Embassy all financial entitlements which have accrued, but not previously been paid to the employee, will be paid in full to the employee's nominated beneficiary, next of kin or legal representative. Before any payment will be made, the next of kin or legal representative will be required to prove their eligibility to the satisfaction of the Embassy.

Under the Philippine Social Security System (SSS), death and funeral benefits may also be payable. Further details are available from the HR Section.

11.8 Recovery of Debts on Termination of Employment

Upon termination of employment if the employee is or becomes indebted to the Australian Embassy the Agency will have the right to retain and offset against the amount of indebtedness the whole or any part of the monies then or there-after becoming due to the employee.

12 Post-separation and Re-engagement

12.1 Post-separation from the Australian Embassy

Following resignation or retirement, a former employee can freely use the skills, knowledge and experience gained in the course of employment with the Australian Embassy. An exception to this is where a former employee receives, or could reasonably be seen to receive, an improper advantage in competing for contract work as a result of their prior personal and substantial involvement in an activity with the Embassy.

In order to avoid conflict of interest situations (real or perceived), where a former employee has had a personal and substantial professional involvement in, for example, an aid development activity, an employee will normally be ineligible for a period of nine months from the date of separation to be nominated in a competitive tender for an activity being conducted by that Agency (either individually as a contractor or consultant, or as a sub-contractor or employee of a contractor) to work on that activity. This applies to situations where a former employee was personally and substantially involved in the tender process, contractor selection, design, appraisal, review, major technical advice and/or daily management of the activity and is subsequently seeking employment as, or with, an external contractor who submits a competitive tender for that activity.

12.2 Re-engagement after Resigning to Run for Public Office

An employee may be re-engaged if the following criteria are met:

- the employee resigned in order to run for public office
- the resignation took effect not earlier than six months before the closing date for nominations for the election, and
- the employee was a candidate at the election but failed to be elected.

The time limit for a person seeking re-engagement is two months after the declaration of the result of the election.

If, during the employee's previous employment their performance was rated as being fully effective or above, the employee may, at the discretion of post management, be re-engaged at the Australian Embassy on the same basis (i.e. ongoing employee, etc.) and at the same classification as they were engaged before resigning to contest the election. The employee will be assigned duties that are the same as, or similar to, the duties they had before resigning to contest the election or, if such duties are not available, other duties appropriate to the classification.

The employee will be re-engaged on the current set of Terms & Conditions that are in place at the time of their re-engagement.

The period between the employee's resignation and being engaged again in these circumstances will not count as service. However this period does not break an employee's continuity of service for the purposes of calculating redundancy pay.

13 Glossary

“agreed hours”	means the hours of work agreed in full-time, part-time and casual work schedules, and the agreed hours within the bandwidth that standard hours will be worked.
“Agency”	means the departments or agencies of the Government of Australia which have representation at the Post.
“Agency Head”	means the most senior representative of the Agency, or their nominated delegate.
“Australian Embassy”	means the official diplomatic offices for the Government of Australia representation in the Philippines.
“casual employee”	means an employee who is employed from time to time for short periods e.g. for relief work performing duties which are irregular or intermittent.
“child”	means a child, adopted or foster child, step child or ex-nuptial child of the employee or their partner.
“contract”	means a legal document setting out the employment terms and conditions reflecting the formal statement of the mutually agreed employment provisions.
“cost of living”	means funds needed to sustain a certain level of living including basic expenses such as housing, food and healthcare.
“days”	means calendar days unless otherwise specified.
“DFAT”	means the Australian Government Department of Foreign Affairs and Trade.
“dependant”	means: <ul style="list-style-type: none"> • the spouse/partner of the employee • a child of the employee with age up to 18 years.
“employee”	means a person engaged by the Agency Head under section 74 of the <i>Public Service Act 1999</i> irrespective of citizenship or residency including as an ongoing, non-ongoing, casual or fixed term employee.
“employee representative”	means any person whom the employee(s) nominates or elects as a representative.
“employer”	means the appropriate Agency Head delegated under section 74 of the <i>Public Service Act 1999</i> to engage employees in accordance with the Prime Minister’s Directive on the Guidelines for the Management of the Australian Government Presence Overseas.
“employing Agency”	means the appropriate Agency, under section 74 of the <i>Public Service Act 1999</i> , which has engaged the employees.

“family”	<p>means:</p> <ul style="list-style-type: none"> • a spouse or de facto partner of the employee irrespective of gender (including a former spouse or de facto partner); • a child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee. • a child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner • traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.
“Embassy”	means the Australian Embassy.
“HOM”	means Head of Mission
“immediate family”	<p>means:</p> <ul style="list-style-type: none"> • spouse/partner of the employee • child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent of the employee • a brother or a sister of the employee.
“leave to count as service for all purposes”	<p>means:</p> <ul style="list-style-type: none"> • in the case of paid leave, leave which counts towards the accrual of personal, annual and long service leave credits only; and • in the case of unpaid leave, leave which counts towards the accrual of personal and long service leave credits only.
“local labour law”	means the Philippines legislation that covers the protection and rights of employees, (but not exclusively limited to) namely Philippine Labor Code.
“month”	means a calendar month unless otherwise specified.
“national extraction”	means place of birth, ancestry or foreign origin - i.e. citizenship or descendants of foreign immigrants.
“non-ongoing employee”	<p>means an employee who is engaged for:</p> <ul style="list-style-type: none"> • a specified term; or • the duration of a specified task.
“on-going employee”	means an employee engaged without an end date of employment.
“partner”	means, in relation to a person who is a member of a couple, the other member of the couple (including a former spouse or de facto partner).
“part-time employee”	means an employee who is engaged for an agreed number of hours per fortnight as either an on-going or non-ongoing employee.
“pay point”	means the salary point within the salary range for a classification level which is the substantive salary payable to an employee.
“permanent employee”	employment shall be deemed to be permanent (regular) where the employee has been engaged to perform activities which are usually necessary or desirable in the usual business or trade of the employer. An employee who is allowed to work after a probationary period and has

	exhibited satisfactory performance, may be offered permanent (regular) employment. Permanent (regular) employment can only be terminated in accordance with local labour law.
“Post”	means the Australian Embassy in the Philippines.
“Post Management”	unless otherwise defined, generally consists of the HOM, Agency Heads and the SAO and may be represented by the SAO in personnel matters.
“SAO”	means the DFAT Senior Administrative Officer.
“supervisor”	means an employee or Agency representative with the responsibility for managing or supervising employees.
“year”	means a calendar year unless otherwise specified.