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WASHINGTON

Locally Engaged Staff Terms and
Conditions of Employment

2015-2018

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1 Introduction

Our locally engaged staff (LES) 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 incorporate applicable aspects of 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, the Human Resources Manual or Embassy Circulars, local labour law will apply.

The key principles of these terms and conditions are;

- i. fairness and equity;
- ii. affordability – all terms and conditions must be financially sustainable;
- iii. consultation – with staff and Agencies; ~~and~~
- iv. natural justice – that due process and procedural fairness shall be afforded to all decisions made in relation to these terms and conditions.

These terms and conditions come into effect from 1 April 2015 and apply for the three-year period to 31 March 2018 or until such time as a successor terms and conditions document comes into effect.

After appropriate consultation with staff and Agency management representatives these terms and conditions may be varied under the following circumstances;

- i. as required by local labour law;
- ii. as directed by the Department of Foreign Affairs and Trade, Canberra;
- iii. in response to the Embassy's operational requirements;
- iv. as agreed between staff and Agency management representatives.

The authority to approve these terms and conditions is stipulated in the LES Better Practice Guide.

These terms and conditions are supported by a series of administrative and HR policies and guidelines promulgated by DFAT and updated from time to time. The terms and conditions should be read together with the Locally Engaged Staff Human Resource Manual (LES HRM) and Embassy Circulars issued by Post Management.

The contents of these terms and conditions of employment and associated policies and guidelines do not constitute the terms of a contract of employment, express or implied, or the guarantee of any benefits. These terms and conditions of employment should not be construed as a guarantee of continued employment. Regardless of any statement in these terms and

conditions, employment with the Embassy is in an “at-will” capacity and either the employee or the Embassy may end the relationship at any time and for any reason.

These terms and conditions will be reviewed every three years in consultation with locally engaged staff through a Joint Consultative Group (JCG). The JCG is a group of locally engaged employees and Post Management representing each Agency. It is recognised by the Australian Embassy as a formal communication channel between employees and Post Management. The JCG meets as required, and at least every six months to discuss employment conditions issues including revisions to the terms and conditions.

2 Terms of Employment

2.1 Relationship to Australian Legislation

Section 74 of the Australian *Public Service Act 1999*, allows an Agency Head, or their nominated delegate, on behalf of the Commonwealth, to engage persons overseas to perform duties overseas as employees. These employees are not Australian Public Service employees, and the terms and conditions of employment pertaining to Australian Public Service employees are excluded under this type of employment.

2.2 Levels of Classification

Initial classification levels for positions are determined in accordance with the Australian Work Level Standards (WLS) Classification Framework. 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, employee representatives. See LES HRM section 3.

2.3 Employment Contracts

Offers of employment will be made and accepted in writing. An offer of employment must be signed before the employee commences duty. The Australian Embassy engages staff in either an ongoing capacity or on a temporary (fixed term) contract.

2.3.1 Ongoing Employees

Offers of ongoing employment will be made for an open ended employment period in the position named in the offer. A new offer of employment will be made for a new position following the successful recruitment of the staff member into that position. Ongoing employment contracts may be amended or terminated in accordance with the terms and conditions of employment and local labour law.

Confirmation of employment of a person engaged in an ongoing capacity is subject to satisfactory performance during the probationary period.

2.3.2 Temporary (Fixed-term) Contract Employees

Temporary contract employees must be employed on fixed-term contracts with a maximum period of employment not to exceed 12 months for any single contract.

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.

2.4 Probation

Employees who are engaged as ongoing employees will be subject to a condition of satisfactory completion of a probationary period of up to four months each time they commence employment in a new position. There is no probation period for temporary contract employees. During the probationary period, either the employee or the Agency may terminate the employment for any reason. Should ongoing employment not be confirmed, the employee will receive salary and accrued entitlements owing until the termination date to be advised in writing, but is not entitled to any other payment in respect of termination. Employees who do not satisfactorily complete a probationary period will be given one month's notice of termination. Should employment be terminated during probation for misconduct no notice is required.

Upon satisfactory completion of a probationary period and confirmation of employment in writing, the probationary period will also be included in the period of employment for accrued benefits of the employee and count towards an employee's total length of service. Written notice of status of probation will be provided at the end of the four month period.

2.5 Probity Checks, Security Clearances and Identification

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

A probity check and/or Australian security clearance is required as a condition of employment and revalidation reviews undertaken on a periodic basis.

False statements made by the employee relating to the security clearance will be deemed to be a violation of the LES Code of Conduct.

2.6 Expatriate Employees – Visas

For expatriate employees, employment at the Australian Embassy is conditional on the relevant authorities in the United States of America granting permission to enter and remain in the United States of America to work for the Embassy. If such permission to remain in the United States of America is refused or revoked or otherwise not renewed, the employee's employment immediately terminates and the Embassy will not be obliged to pay any losses incurred as a result of losing such permission.

2.7 Movement between work levels

Movement between position classification levels is possible if an employee applies for a position and is awarded that position on merit (either a higher or lower position) through a recruitment process.

2.8 Fitness for Duty

In certain cases, and in accordance with local labour law, the employer may require an employee to demonstrate fitness for duty for engagement in or continued employment in a position, particularly following an extended absence for medical reasons.

2.9 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 Agency delegate, in the first instance. Where appropriate, grievance procedures shall apply as per Embassy circular – Grievance Procedures.

3 Remuneration

3.1 Salary on Commencement

Salary on the date of commencement in a position is to be approved by the Agency delegate and confirmed in the letter of offer, and will be determined by the level at which the position is classified in the relevant salary table (see Annex A). The Salary Table will be updated by way of an Embassy Circular.

Upon movement, staff who are successful for another position at the same or higher LE Work Level Standard shall, at a minimum, maintain their existing salary.

An employee may be engaged on a higher increment within the existing position level depending on their skills, knowledge and experience, relevant Agency budget, and/or local labour market conditions.

3.2 Salary Reviews

A comprehensive salary review incorporating a market survey of comparable positions in comparable organisations shall be conducted once every three years. The review shall include comparable marker missions. This review shall be undertaken by the relevant section of DFAT in Canberra. The outcomes of the review will be considered and salary adjustments made in accordance with the principles of these terms and conditions.

The salary tables shall be adjusted by the same rate as the annual inflationary supplementation supplied by DFAT Canberra each July. With the exception of NAPS members, the salary of LES and temporary staff whose salaries fall within the salary range of their substantive work level standard shall be adjusted on 1 July each year by the same rate. Any salary increases will need to be accommodated and sustained within Agencies' budgets, and approved by all relevant Agency delegates.

For those staff earning a salary above the range applicable to their substantive work level standard, salaries shall be fixed, until such time that the salary table catches up.

The Ambassador may also consider an employee-initiated request for a review of salaries, due to unexpected changes in local living conditions, as may be indicated by the Washington-Baltimore DC-MD-VA-WV local area increase found in the Consumer Price Index for All Urban Consumer (CPI-U) (Selected areas, all items index), published by the Bureau of Labor Statistics for the May, or latest, index.

Any salary increases will need to be accommodated and sustained within Agencies' budgets and approved by all relevant Agency delegates.

3.3 Currency of Payment

All salary and related payments are calculated and paid in US dollars and paid into a US-based bank account.

3.4 Payment of Salary

3.4.1 All Staff except Security Guards

Salaries and other salary-related payments such as payment for excess duty (overtime) for all employees except the security guards are paid twice monthly (on the first and fifteenth day of each month) directly to the employee's personal bank account in accordance with the Australian Embassy's payment procedures, which may be altered from time to time.

Twice monthly pay will be calculated and paid in accordance with the following formula:

$$\text{Twice-monthly pay} = \text{annual salary} / 260 \times \text{number of working days in pay period}$$

3.4.2 Security guards

Salaries and other salary-related payments such as payment for excess duty (overtime) and shift allowance for the security guards are paid each fortnight directly to the employee's personal bank account in accordance with the Australian Embassy's payment procedures, which may be altered from time to time.

Fortnightly pay will be calculated and paid in accordance with the following formula:

$$\text{Fortnightly pay} = \text{annual salary} / 313 \times 12$$

The difference between the annual salary stated in the letter of offer and applicable at the time in accordance with the salary table and the total amount of actual salary paid during the Australian financial year (1 July to 30 June) will be paid in the first month of the following Australian financial year.

3.4.3 Allotment to accounts

Up to three additional allotment accounts may be nominated in addition to a staff member's main bank account.

3.5 Taxation

An employee will be required to establish their own liability to pay all income taxes, and any liability for taxation is the personal responsibility of the employee. The Australian Embassy takes no role in the withholding or submission of income taxation payments to any taxation collecting authority. At the end of each applicable financial year a Statement of Earnings will be issued to each employee.

Employees who are Australian residents 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 determination. Employees will also sign the Australian Residency Tax Statement. The ATO regards a spouse of an Australian Public Service employee who is posted to Washington 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 with payment of their income tax obligations to the ATO. In July each year a Statement of Earnings will be issued to each employee determined to be an Australian resident for taxation purposes and a copy sent to the ATO.

3.6 U.S. Social Security Contributions

Upon application and the provision of proof of tax filing, the Embassy will reimburse eligible staff members the employer's share of social security and medicare taxes.

3.7 Principal Pension Scheme (PPS)

Staff who have satisfactorily completed their *first probationary* period following engagement in an ongoing capacity, and are not members of the North American Pension Scheme or any Australian superannuation scheme towards which the Embassy is already contributing the employer portion, are eligible to join the Principal Pension Scheme.

Staff may opt to contribute up to 20% of their salary (including HDA) to this scheme.

Agencies will match the member's contribution up to a maximum of 5% of annual salary (including HDA).

There are no vesting periods of any kind applying to membership of this scheme.

Further information on the PPS is available from Human Resources.

3.8 North American Pension Scheme (NAPS)

The NAPS scheme was closed to new members on 30 June 1998. Existing members are entitled to maintain their membership.

Members are required to contribute 7% of their annual salary (including HDA) to this scheme.

Agencies will contribute 2.4% of an eligible staff member's annual salary (including HDA) to the fund to contribute to plan administration costs. This may be adjusted from time to time in accordance with directions from DFAT Canberra.

The salary of NAPS members, except for those whose salaries are fixed, shall be increased each year on 1 January by the United States Federal Government locality adjusted General Schedule increase for that year as determined by the President's Pay Agent, the formula for which is defined in section 5303 of title 5, United States Code and is linked to the Employment Cost Index. When a locality adjusted General Schedule increase is not available, is altered by Executive Order or otherwise not passed on in its entirety consisting of both a published locality adjustment and the applicable across-the-board increase, the Washington-Baltimore DC-MD-VA-WV local area increase found in the Consumer Price Index for All Urban Consumer (CPI-U) (Selected areas, all items index), published by the Bureau of Labor Statistics for the November, or latest index of the previous year, shall be used.

For NAPS members earning a salary above the range applicable to their substantive work level standard, salaries shall be fixed.

Details of pension entitlements can be located in the NAPS Handbook.

3.9 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 complete and submit to Human Resources a compliant AustralianSuper Application Form; or provide information on a current and compliant superannuation policy. The Embassy will calculate the contributions and make the payments directly to the relevant scheme.

3.10 Workers' Compensation

The Australian Embassy will arrange and maintain workers' compensation coverage for all employees as required. See Human Resources for additional information.

4 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 (excess duty). 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 either flex-time or time off in lieu to compensate for unavoidable periods where long hours have had to be worked.

Exempt/Non-Exempt Status

Some positions classified at WLS LE 1 and 2 (specifically Drivers and Security Guards) are considered non-exempt from the overtime protection of the Fair Labor Standards Act on account of the nature of the work performed and the amount of discretion they may exercise in the fulfilment of assigned tasking.

Non-exempt WLS LE 1 and 2 will be identified by position description and in consultation with Agency Heads. The incumbents in such 'non-exempt' positions must be paid overtime for hours worked in excess of 40 hours per week and will necessarily have limited access to flex-time provisions.

Staff in all other positions are considered exempt from the overtime protection of the Fair Labor Standards Act yet will be eligible for overtime payment for approved excess duty in accordance with these Terms and Conditions of Employment.

4.1 Hours of Duty

Standard working hours for full-time staff, except security guards, are 7 hours 30 minutes each *standard working day (Monday to Friday, not including public holidays)*, amounting to a 75 hour fortnight.

Standard working hours for full-time security guards total 80 hours per fortnight and will be worked in accordance with a designated shift roster.

Breaks of 30 minutes or more during a standard working day do not count towards hours worked.

Subject to operational requirements and the agreement of supervisors (with the exception of security guards who work defined shifts), the fortnightly complement of hours may be worked at any time between 7am and 7pm each *standard working day*.

Specific work areas may determine operating times which must be observed by staff. Staff may work within the 7am to 7pm standard working time band, subject to operational requirements and the agreement of their supervisor, in order to achieve work outcomes in a balanced and effective manner. Time worked beyond the standard working hours and approved time band must be required and approved (verbal or written) in advance by the supervisor.

All staff are entitled to a break of at least 30 minutes after each period of 5 hours worked. Daily breaks of 30 minutes or more must be recorded on the staff member's attendance record.

Breaks of 30 minutes or more do not count as hours worked.

All employees must maintain a formal record of attendance documenting their time upon arrival at and departure from work each day, and including all breaks of 30 minutes or more. These

records are to be signed by both the staff member and supervisor and filed for a minimum period of 12 months in the workplace. Staff and supervisors must make records of attendance available to Human Resources on request to complete leave and attendance audits and to calculate final monies due or owed on termination of employment.

4.1.1 Flex-time arrangements

The Embassy provides a system of flexible working hours (flex-time), which enables work attendance patterns during the standard working time band to be varied in order to meet fluctuating operational and personal requirements, and assist staff in achieving work-life balance. However, flex-time is always subject to operational requirements and the agreement of supervisors.

Security guards who work defined shifts are not eligible for flex-time arrangements.

Exempt employees (WLS LE 1 to 6) are permitted to work within the bandwidth of 7am to 7pm on standard working days.

Senior employees (WLS LE 7 and 8) are expected to work within the bandwidth but are not eligible for flex-time provisions. Remuneration for these positions provides a measure of compensation for excess and varying hours of duty in response to operational requirements. Staff at these levels are expected to balance their workloads in a responsible manner to achieve work-life balance. These employees may arrange time off in lieu for additional hours worked with their supervisors.

Flex-time may be utilised by eligible part-time staff with supervisor agreement. Hours worked in addition to specified part-time hours need not be compensated by overtime pay, but may count as flex-credits with the supervisor's approval. However, part time work schedules should be carefully reviewed for appropriateness if additional hours are regularly worked.

Where there is insufficient excess work or a performance-related issue exists, supervisors may require that staff not access flex-time provisions or accrue flex-credits.

Where staff fail to comply with flex-time provisions, supervisors may remove access to flex-time.

Flex-Credit

Staff may bank any hours worked in excess of 7.5 hours per day in the standard working time band (7am to 7pm) as flex-credits which may be taken later as "flex-leave".

Staff may carry over flex-credits of one settlement period into the next settlement period to a maximum of 40 hours flex-credit. Any credit in excess of 40 hours in one settlement period will be forfeited immediately at the commencement of the next settlement period.

Timing of flex-leave will be negotiated between the employee and their supervisor. If overtime payment is agreed with the supervisor, these hours cannot also be included in flex-time calculations.

Supervisors have a responsibility for ensuring that staff do not accrue excessive flex-credits unnecessarily, or continue to build excessive flex-credits without the opportunity to take flex-leave, and that workloads remain balanced.

Flex-credits are not transferable between positions and will not be paid out on termination of employment.

Staff will not be required to accrue flex-credits in preference to overtime payment for excess duty. However payment of overtime is always subject to advance approval (see 4.5).

Flex-leave

Wherever possible, supervisors should allow staff to take flex-leave in the same settlement period in which the flex-credit was accrued. It is the responsibility of staff and supervisors to monitor and manage working times, and not allow excessive flex-credits to accrue.

There is no restriction on the number of flex-leave days staff may take in a given settlement period. All flex-leave must be approved in advance by the supervisor and is to be managed in ways that do not adversely impact on the staff member's subsequent working time, as well as on other staff and/or work unit operations.

Flex-Debit

Staff may accrue a "flex-debit" of up to and including 15 hours at any given time.

Supervisors should ensure that staff do not carry over flex-debits to consecutive settlement periods, i.e. a flex-debit from one settlement period must be made up in the next settlement period.

The value of any outstanding flex-debit will be deducted from a staff member's final pay upon termination of employment or employment in a new position if a staff member changes positions within the Embassy

Flex-Time for non-exempt WLS LE1 and 2

Some WLS LE 1 and 2 positions will be considered non-exempt from the Fair Labor Standard Act (FLSA) overtime provisions and so are not entitled to the full flex-time provisions. Those WLS LE 1 and 2 positions however, may accrue flex-credits for any hours worked between 37.5 and 40 hours in the work week and may use the flex-credits in accordance with the regular flex-time provisions. Those WLS LE 1 and 2 positions defined as non-exempt must have any hours worked in addition to 40 hours in the work week paid as overtime. Security guards who are not eligible for flex-time arrangements must have any excess duty performed paid as overtime.

4.2 Part-time Work

Employees may be able to negotiate part-time hours with their supervisor, to be approved by the relevant Agency delegate. Part-time employees are entitled to the same conditions as full-time employees on a pro rata basis (where applicable).

Staff working in a part-time capacity must have appropriate work authorisation. Staff who are principal A class visa holders, on the basis of their employment at the Embassy, are not eligible to work part time.

4.3 Shift Work

Shift-workers, including security guards, may be rostered for duty at any time, on any day of the year, including weekdays, weekends, public holidays and at times when the Embassy is closed.

Shift-workers work shifts amounting to a 40 hour work week and are considered non-exempt from the overtime protection of the Fair Labor Standards Act (FLSA).

To compensate for irregular, longer and required standard hours, including during reduced staffing circumstances shift workers will be paid salary loadings of:

- i. 10% for rostered Monday – Saturday shifts *worked* (including Embassy observed public holidays); and
- ii. 25% for rostered Sunday shifts *worked*.

Shift allowance is not payable for paid time off (such as leave, rostered days off and public holidays not worked). Shifts worked in addition to those rostered will be paid as overtime. Overtime pay will be based on time and one half of the regular hourly rate of pay plus the applicable shift allowance.

From time to time, guards and any other shift-workers may be required to work more than their rostered hours. To compensate for the additional hours worked, shift-workers will be paid overtime at a rate of time and one-half for:

- i. all 'non-rostered' shifts *worked*;
- ii. all *hours worked* in excess of a rostered shift; and
- iii. all *hours worked* in excess of 40 hours per week.

Any additional hours worked are to be approved in advance by the shift-worker's supervisor.

Shift-workers, including guards, are entitled to the Embassy-observed public holidays each year. Shift-workers who work on an observed public holiday will be paid an additional single time for the actual *hours worked* (equating to double-time for public holiday work) plus the applicable shift allowance on the basis that the public holiday is already compensated in regular wages.

4.4 Public Holidays

The Australian Embassy will observe a combination of Australian and local public holidays, totalling 14 days per year, as determined by the HOM, in consultation with Agency Heads and after due consideration of operational requirements and relevant local factors. All employees, including temporary contract staff, are entitled to be paid salary for any public holiday.

4.5 Excess Duty

Staff occupying positions at WLS LE 7 and 8 are not eligible for excess duty. Salaries for these higher level staff already include compensation for additional hours worked.

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

Supervisors have a responsibility to minimise the extent to which staff are required to perform excess duty as this can have serious consequences for health, morale and productivity. Productivity is not to be measured in hours worked. Where staff are consistently required to perform excess duty, the supervisor is to review workloads and task allocations. If supervisors are unable to address ongoing excessive hours, this is to be raised with the Agency Head.

Overtime will be paid in the pay period after it was worked (after submittal of the approved overtime claim form by the staff member concerned) and will be based on the staff member's hourly rate of pay including any applicable shift allowance.

Non-exempt staff may not take time off in lieu in place of overtime. Exempt employees may choose, in consultation with their supervisor, as to whether overtime will be paid, or time off in lieu will be taken.

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

Where possible, an employee shall have at least eight consecutive hours plus reasonable travel time between the completion of excess duty and the commencement of work on the following day.

4.5.1 Payment for Excess Duty

Approved overtime will be paid at time and one half of the normal hourly rate.

Overtime payments are made with normal salary payments.

4.6 Time off in lieu

Supervisors may grant time off in lieu if it is compatible with operational requirements for excess duty worked.

Time off in lieu is to be calculated at the same rate for excess duty (ie 1.5 hours' time off for every 1 hour of additional hours worked).

Staff shall not be required to take time off in lieu in place of overtime.

Good management practice is to require time off in lieu to be taken as soon as possible after the excess duty is worked.

Time off in lieu related to official travel is outlined in the Travel and Time of in Lieu Section.

5 Performance

All employees will participate in a performance management system and be required to enter into performance agreements on an annual basis. A mid-term and end-of-term review will be completed with the supervisor.

5.1 Eligibility

Full-time and part-time employees who work for more than three months in any performance cycle shall participate in the performance management system. Temporary employees are not eligible for a performance reward. The employee shall be assessed on the basis of the substantive position they hold on the last day of the performance cycle.

5.2 Performance reward

To be eligible for a performance reward an employee must have performed the duties of the position for at least 3 months and be employed by the Embassy on the last day of the performance cycle (31 March). Continuous periods of time spent in the same position and in the same agency, including periods of higher duties, secondment and temporary engagement, shall count towards eligibility for a performance reward.

Performance pay shall be based on the staff member's base salary in their substantive position on the last day of the performance cycle. Employees who receive a 'performing exceptionally' or 'performing well' rating shall advance one increment. Employees who are already at the top increment for their level, at which their position is classified, shall receive two per cent of their annual base salary as at 31 March as a one-off performance bonus. The bonus shall not be included in the employee's base salary.

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

6 Leave

6.1 Leave during Hours of Duty

An employee may be granted leave from ordinary hours of duty under one of the following categories. The absence may be granted with or without pay as determined by the type of leave requested, subject to approval by the relevant Agency delegate.

6.2 Recreation Leave

Employees are entitled to 22 working days' paid recreation leave per annum (pro-rated for part time) which will accrue monthly on the anniversary of their commencement date.

Staff may carry up to 44 days recreation leave each year. Staff who have more than 44 days recreation leave credits by 30 June each year (the "cut-off date") will be deemed to be on leave for the period until which the excess leave credits have been exhausted.

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

Employees are encouraged to take their full recreation leave entitlement each calendar 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 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 or expiry of contract at any point throughout the year, all unused recreation leave credits will be paid to the employee and included in the termination payment.

Recreation leaves credits, up to a maximum of 44 days (pro rata for part time staff), will be transferred upon movement to another Agency within the Embassy. In instances where a staff member is terminated with a negative leave balance, the value of that leave will be deducted from owed salary or other payments.

6.2.1 Recreation leave cash out on engagement with another Agency

On engagement with another agency, an employee may elect to cash out an amount of recreation leave up to a maximum of 22 days provided that the employee's remaining recreation leave balance will be at least 22 days. This request must be made in writing to the HOM.

The HOM shall consider the employee's election and after giving due consideration to operational requirements, the employee's circumstances and the need to ensure that the employee has adequate period of recreation and rest from work, may authorise the employee to cash out the amount of recreation leave.

Should the HOM authorise the cash out of recreation leave the employee and the HOM will make an agreement in writing setting out the amount of recreation leave to be cashed out. The employee will receive pay in lieu of the amount of recreation leave at a rate that is no less than the employee's substantive level held with the prior agency.

6.3 Personal Leave

Employees are entitled to 18 days of paid personal leave per annum (pro-rated for part time), credited and accrued monthly, without carry over limitation. This can be used for personal illness, injury or caring for a family member or short term emergency as defined in glossary.

Any personal leave which has not been used by the employee at the time they cease working for the Australian Embassy will not be paid out in the final termination payment. Personal leave credits will be transferred upon movement to another Agency within the Embassy. In instances where a staff member is terminated with a negative leave balance, the value of that leave will be deducted from owed salary or other payments.

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 may be requested for any absence in excess of three 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.

Supervisors may approve up to five days advanced paid personal leave in a staff member's first year of employment if the staff member has an insufficient balance to cover personal illness, caring responsibilities or short-term emergencies.

6.4 Family and Medical Leave

Subject to certain conditions as prescribed under the Federal and DC Family and Medical Leave Acts (FMLA), staff who have worked for at least 12 months for the Embassy and for a minimum of 1000 hours in the preceding 12 month period, will be provided with the following job-protected leave:

- up to 16 work weeks job-protected Family leave and up to 16 work weeks job-protected Medical leave in a 24 month period, commencing from the first date on which the Family and/or Medical Leave is taken, for one or more of the following approved reasons:
 - i. For the birth, adoption or placement for foster care of a child of the employee;
 - ii. To care for an immediate family member (spouse, parent, sibling, child or other close family member related by blood or marriage) with a serious health condition; or
 - iii. To take medical leave when the employee is unable to work because of their own serious health condition.

(The 12 weeks protected leave period in 12 months allowed under the Federal FMLA will count towards the 16 weeks job protected leave.)

- Up to 12 work weeks of leave in a 12 month period for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

- 26 work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Leave covered under FMLA will ordinarily be first deducted from paid maternity and/or parental leave, accrued personal leave balances then recreation leave then LWOP. All periods of LWOP are to be approved by the Agency Head with regard to any provisions under the FMLA.

Where both parents or multiple care providers are employed by the Embassy, the job-protected leave benefit for the birth, adoption or placement for foster care of a child or for the care of a family member is shared amongst the Embassy employees. That is, a total of 16 weeks leave in 24 months may be taken between both or all employees, not each.

Leave for the birth, adoption or placement for foster care of a child is to be taken all at once within 12 months of the birth, adoption or placement for foster care.

Leave taken for the care of a family member or for an employee's own serious illness may be taken all at once or intermittently on a reduced leave basis.

The Embassy will continue to pay the employer contribution to the Embassy's medical plan for all leave, including LWOP, taken under FMLA.

Staff taking family leave to care for a new child (by birth or adoption) are covered under FMLA for up to 12 months from the birth or adoption of the child.

In order for leave to be considered under the FMLA, evidence of the reason for leave must be provided. Absences for leave not covered under FMLA remain at the discretion of the supervisor or Agency Head as appropriate.

6.5 Maternity Leave

An employee who has completed 12 months' service is entitled to 8 weeks' paid leave for pregnancy, childbirth and related conditions (maternity leave). This leave must be taken all at once and may be taken in conjunction with Parental Leave, Personal Leave, Recreation Leave and Leave Without Pay in accordance with the Family Medical Leave Act.

6.6 Parental Leave

An employee who has completed 12 months' service is entitled to 4 weeks' paid leave following the birth, adoption or placement of a foster child into the employee's care. The leave is to be taken all at once within 12 months after the birth, adoption or placement of a foster child and may be taken in conjunction with Maternity Leave (if applicable), Personal Leave, Recreation Leave and Leave Without Pay in accordance with the Family Medical Leave Act.

Should both parents be employed by the Embassy, a total period of four weeks' Parental Leave shall be approved for the birth, adoption or placement of the foster child but may be shared between both employees and must be used all at once within 12 months after the birth, adoption or placement of the foster child.

6.7 Total Leave to Care for a New Child

Staff may be approved leave (to be taken from accrued personal leave balance, recreation leave or LWOP) to care for a new child (by birth or adoption). Approval is subject to operational requirements. A maximum absence of 52 weeks is permitted and this is inclusive of any paid maternity or parental leave, personal leave, recreation leave and LWOP.

Leave taken within the 52 week period including paid maternity or parental leave, personal leave, recreation leave and LWOP greater than 16 weeks will not be job protected. Staff members will be required to pay the Employer contribution during any period of LWOP not considered Family and/or Medical Leave if they wish to maintain membership in the Embassy's medical plan.

6.8 Court Appearance/Jury Duty Leave

Staff required to appear in court as a federal, state or local government witness or to serve jury duty will be excused from their normal duties on full pay for the duration of their service. The staff member is to provide their immediate supervisor with as much notice as possible of the required court service, and court papers relating to the service are to be provided to Human Resources.

If staff receive compensation from the court in instances where paid leave to appear in court was granted, such payment is to be endorsed over to the relevant Agency within one week of returning to work minus any deductions for required expenses.

Staff required to appear in court for any other reason, such as in the capacity of a plaintiff or defendant in a civil case, are to use personal leave for the absence from work.

6.9 Military Leave

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), staff will be entitled to a maximum of 5 years LWOP to perform military service in the regular or reserve components of the US Army, Navy, Marine Corps, Air Force, Coast Guard, commissioned corps of the Public Health Service or any other category of persons designated by the President of the USA in time of war or emergency.

6.10 Miscellaneous Leave

The relevant Agency Head may grant an employee miscellaneous leave to cover unexpected absences from work including extended leave for emergencies and natural disasters, and where serious circumstances beyond the employee's control make it impossible for the employee to continue their day-to-day work. Depending on operational requirements, miscellaneous leave may be approved:

- for the period requested or for another period
- with or without pay and
- to count as service or not to count as service.

6.11 Leave Without Pay

Subject to advance agreement with the relevant Agency delegate, an employee may be granted leave without pay.

All accrued paid leave credits, as applicable, are to be exhausted prior to LWOP being used. LWOP will not count as service for any purpose, except when it is taken as part of FMLA (6.4) entitlements

6.12 Study Leave

Staff who are undertaking approved formal courses of study relevant to their work at the Australian Embassy may apply for Study Leave.

In accordance with Embassy circular - Study Support, up to a total of five hours per semester week may be granted for units in which weekly attendance at institutions is required. Up to a total of three hours per semester week may be granted for external studies programs and thesis work.

6.12.1 Eligibility

In order to be eligible for study leave staff must:

- be employed on an 'on-going' basis (ie: temporary staff are not eligible);
- be performing to at least 'Performing satisfactorily' level. Staff are expected to maintain at least 'Performing satisfactorily' level of performance throughout the course of study or study leave may be withdrawn; and
- have identified the course of study in their performance agreement.

See Embassy circular - Study Support

6.13 Recall from Leave

If an emergency situation arises, then any employee may be 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.

Staff whose leave is cancelled or who are recalled from leave will be entitled to reimbursement of all reasonable and verifiable travel expenses incurred for themselves and their immediate family (i.e. - spouse/partner and children).

6.14 Leave to count as service

All paid leave will count as service for all purposes.

Periods of LWOP covered under FMLA will also count as service (6.4).

6.15 Unauthorised Absences

Where a staff member is absent from duty without approval, the staff member will be deemed to be on recreation leave until the supervisor is informed of the circumstances of the absence or the staff member resumes duty.

In circumstances where recreation leave credits have been exhausted, and the staff member remains on unauthorised absence, the staff member will be placed on LWOP.

Where leave has been deemed as recreation leave for absences which are subsequently found to be covered under FMLA or personal leave provisions, recreation leave credits will be re-credited after approval of personal leave has been obtained.

Depending on the circumstances of the absence, the Delegate for the engagement of LES may commence action to terminate the employment of staff who are absent from duty without approval.

7 Allowances and Benefits

7.1 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 five 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 increment of the LES classification level at which the employee is temporarily assigned duties. As appropriate, an employee may be compensated at a higher increment as authorised by the Agency Delegate.

The relevant Agency delegate may consider partial payment of higher duties allowance for partial performance of the duties of the position if appropriate.

7.2 On-Call Allowance

Staff who are required (approved by agency head) to be available on a stand-by basis outside standard working hours will be paid an allowance of:

- i. US\$15.00 per day for each standard working day they are on-call; and
- ii. US\$18.00 per day for each weekend day, non-working day and/or Embassy observed public holiday they are on-call.

On-call allowance will be deemed to cease when the employee is notified that they are no longer required to be on-call.

These rates will be reviewed every three years in line with the review of these terms and conditions.

No payment will be made to an employee for any period in which the employee does not remain contactable at the required degree of readiness to perform extra duty.

7.3 Health Insurance

Staff employed for a continuous period of at least three months, who work a minimum of 30 hours per week, are eligible to join the Embassy's health insurance plans.

The Embassy shall pay a contribution towards the medical plan (and dental plan when taken together with the medical plan) for the duration of a staff member's employment with the Embassy, including for periods of LWOP of less than 22 continuous working days unless taken in accordance with FMLA provisions.

The contribution paid by the Embassy varies according to the plan chosen and membership levels as below:

Network plan:-

- i Employee only – Embassy pays 94 per cent of the premium
- ii Employee plus one – Embassy pays 90 per cent of the premium
- iii Employee plus family – Embassy pays 90 per cent of the premium.

PPO plan:-

- i Employee only – Embassy pays 86 per cent of the premium
- ii Employee plus one – Embassy pays 84 per cent of the premium
- iii Employee plus family – Embassy pays 84 per cent of the premium.

Information on the health insurance plans is available from Human Resources.

7.4 Essential Staff Allowance

7.4.1 Embassy Operating Status

Staff are to observe the Embassy's operating status policy, as amended from time to time. Refer Embassy circular – Embassy Operating Status

7.4.2 Essential Staff Allowance

Those staff who are required to attend work on reduced staffing days will be paid an "Essential Staff" allowance. Essential Staff Allowance is payable at an hourly rate of 10% of base salary for standard hours worked. Please refer to Embassy circular – Essential Staff.

Those staff in receipt of shift allowance (see 4.3) do not receive the Essential Staff Allowance.

7.4.4 Extraordinary Payments and Allowances

In rare and extraordinary circumstances, the Ambassador may authorise special payments or allowances to be paid to individual staff members for a defined period. The amount or rate to be paid will be determined on a case by case basis, in consultation with Human Resources and relevant Agency heads.

7.5 Influenza Vaccinations

The Embassy will provide an annual free influenza vaccination clinic in the Chancery for all staff who wish to receive an influenza shot. From time to time other free vaccinations will be offered in response to the local conditions.

7.6 Transport and use of Private Motor Vehicle Allowance

As appropriate, all employees may seek reimbursement for reasonable travel costs to and from work as approved by their agency delegate. Refer Embassy circular – Transport Allowance.

7.7 Study Financial Assistance

In accordance with Embassy circular - Study Support, financial assistance may be provided for reimbursement of course and general service fees and/or other course related costs (such as the purchase of text books or other study materials). Reimbursement will not be provided for deferred fees. The delegate has the discretion to determine what percentage or amount of financial assistance will be provided. Financial assistance will be reimbursed only after the successful completion of each unit. Staff undertaking tertiary studies should note that financial assistance will be available only to approved students.

8 Travel

8.1 Official Travel

Official travel is based on reasonableness, flexibility and personal accountability. Employees are expected to neither gain nor lose financially as a result of undertaking official travel. Employees must abide by the standards and class of travel and accommodation as advised by their relevant Agency Head, taking account of budget considerations and Agency practice.

8.2 Travel Allowance

A travel allowance to cover the cost of accommodation, meal(s) and incidental expenses will be made available to an employee who undertakes travel on official business and is required to be absent from home overnight. Transit allowance, equal to half the rate of the incidental allowance, will apply for travel in excess of two hours not covered by travel allowance.

Rates of travel allowance for domestic and international travel are the same as those of **DFAT** non-SES A-based employees and may be updated from time to time to reflect movements in accommodation and meal costs.

8.3 Travel and Compensatory Time

See Embassy circular –Travel Policy and Work Performed at an Alternate Work Site

9 Separation

Employees may cease employment with the Australian Embassy in one of the ways specified in this Section.

Where an employee signs a new offer of employment with another Australian Embassy Agency which is covered by these Terms and Conditions, the employee's employment will be considered to be continuous in terms of calculating any length of service entitlements.

On cessation of employment, in addition to any payments required under local labour law, an employee will be paid in full for all outstanding entitlements including salary, and accrued and unused recreation leave (up to a maximum of 44 days),

9.1 Resignation

Where an employee resigns from service with the Australian Embassy they will be required to provide, in writing to the Agency delegate, four weeks' notice of their intention to resign. In certain circumstances, management may consider a shorter period of notice.

9.12 Resignation of a Temporary Employee

Where a temporary employee resigns from service with the Australian Embassy before their contracted period expires they will be required to provide, in writing to the Agency Delegate, one week's notice of their intention to resign. In certain circumstances, management may consider a shorter period of notice.

9.2 Termination of Employment

The Australian Embassy may terminate an employee in the following circumstances:

- sustained under-performance or non-performance of agreed duties (see HRM 9.9);
- under performance or non-performance of agreed duties including during the probationary period (see 2.4);
- continuing incapacity following the expiration of applicable leave covered under FMLA (see 6.4) - where the staff member is incapable of performing the essential functions of his or her position and there is no reasonable accommodation available to permit the continuation of employment within the meaning of the Americans with Disabilities Act;
- dismissal for misconduct;
- Redundancy.

Except in the case of dismissal for misconduct or redundancy as set out below, in all other cases of termination of employment by the Australian Embassy in accordance with the local labour law, the Australian Embassy will give one months' notice in advance.

9.2 Termination of Temporary Employment

The Australian Embassy may terminate temporary employment at any time should the work no longer be required. The Australian Embassy shall provide in writing to the employee at least one week's notice of the intention to terminate temporary employment. Temporary employees are not eligible for redundancy provisions, severance payments or any other termination benefits, but shall be paid out any unused recreation leave credits accrued during the period of temporary employment.

9.3 Redundancy

Employees may be made redundant in the case of a restructure or other changes affecting the Agency or the Australian Embassy, including where such restructure or change results in:

- an employee's position no longer being required
- an employee's duties or position being substantially changed
- the position has been reclassified to a different work level standard, or
- an employee's position is no longer funded.

If an employee is made redundant because the position they hold has been modified or re-classified, the employee is encouraged to apply for the modified or re-classified position.

An employee will be provided at least three months written notice (the "notice period") prior to being made redundant.

Agency Heads may not require staff to work out the notice period. The delegate, in consultation with the Agency head may approve payout of any part of the notice period *in lieu* of notice.

Where a notice period is paid out in lieu, the date of termination of employment will be the last day of the notice period.

9.4 Redundancy Benefits

An employee who is made redundant, and who has completed at least one year of continuous service immediately preceding being made redundant, is entitled to a severance payment equal to:

- i. one week's salary for each year of employment at the Embassy; and
- ii. one additional week's salary for each year of employment at the Embassy in excess of 10 years; up to
- iii. a maximum of twelve months *actual* annual salary (i.e. - the employee's *actual* salary at the time of redundancy, as adjusted for any part-time hours worked).

Any additional periods of employment less than a complete year will be pro-rated to the nearest whole month when calculating the severance payment referred to above

Severance payment will be calculated on the basis of the annual *actual* base salary of the employee at the date of redundancy.

Severance payment will be calculated on a monthly pro-rata basis for any period where the employee has worked part-time hours.

Any absences from work which are not counted as service will not be counted as employment for severance calculations.

Severance pay is not payable to an employee who has resigned from service.

All years of continuous service in the Embassy prior to early contract termination will be counted as service for the purposes of severance calculations

9.5 Final Payment of Salary on Termination of Employment

In accordance with DC law, an employee whose employment is terminated by the Australian Embassy, will receive their final salary payment no later than the next working day after termination.

Staff who resign will be paid their final salary the following payday or within 7 days from the termination date, whichever is earlier

9.6 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 LES Code of Conduct, the criminal laws of the United States of America or any other lawful and reasonable direction given to the employee by the employer or the employer's representative.

Where an employee is terminated under this provision the employee may be liable to instant dismissal, without payment of salary in lieu of notice. All other accrued entitlements will be paid to the employee.

9.7 Death of an Employee

If a staff member dies, or may be legally presumed to have died, outstanding payments due to the staff member may be made to their designated next of kin or nominated beneficiary – subject to appropriate legal advice from the legal representative of the surviving family. Any such payment will be reduced by amounts owed to the Embassy by the deceased staff member.

9.8 Recovery of Debts on Termination of Employment

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

10 Post-separation and Re-engagement

10.1 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 addition, former employees may not use or divulge sensitive or confidential information gained in the course of their employment.

In order to avoid conflict of interest situations (real or perceived), where a former employee has had a personal and substantial professional involvement in an activity, an employee will normally be ineligible for a period of 12 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.

11 Transitional Arrangements

Upon signing of the offer of employment staff whose salary is fixed as at 1 July 2015 will receive a one-off cash payment equivalent to the annual inflationary adjustment supplied by DFAT Canberra and applied to local salary tables.

Glossary

“agreed hours”	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”	the departments or agencies of the Government of Australia which have representation at the Post.
“Agency delegate”	the nominated delegate of the Agency Head.
“Agency Head”	means the most senior representative of the Agency
“Australian Embassy”	the official diplomatic offices for the Government of Australia representation in the United States of America
‘annual salary’	the annualised base salary for LES published in job vacancies, duty statements, payslips etc (see also Base salary);
“Bandwidth”	The time range an employee is permitted to work on a standard working day (7am – 7pm).
“base salary”	the annualised salary on which fortnightly pay is based prior to any applicable allowances, loading, or overtime payments (see also Annual salary);
“casual employee”	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”	a child, adopted or foster child, step child or ex-nuptial child of the employee or their partner.
“contract”	a legal document setting out the employment terms and conditions reflecting the formal statement of the mutually agreed employment provisions.
“days”	calendar days unless otherwise specified.
“DFAT”	the Australian Government Department of Foreign Affairs and Trade.
“delegate”	the person with the official delegation to approve an action or request.
“dependant”	<ul style="list-style-type: none"> • the partner of the employee • a child of the employee who is under (18/21) years of age • a child or a parent of the employee or their partner who is wholly or substantially dependent upon the employee or any person the employing Agency Head or their delegate deems to be a dependant.
“employee”	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”	any person whom the employee(s) nominates or elects as a representative.
“employer”	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.
	•
“Embassy”	The Embassy of Australia, Washington DC.
“family”	<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.
“Fixed”	An LES who has a salary outside the salary range of their substantive work level will be fixed. They will not receive adjustments to their salary based on either the annual DFAT inflation adjustment or if the LES is a member of the NAPS, the

	adjustment based on the US Federal Government locally adjusted general schedule. The salary will remain fixed until such time as the salary table catches up.
“HOM / HOP”	the Head of Mission or Head of Post
“immediate family”	<ul style="list-style-type: none"> • spouse (including a former spouse, a de facto spouse and a former de facto spouse) • child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent • grandchild of an employee or an employee’s recognised spouse or partner • a brother or a sister of an employee.
“LES”	Locally Engaged Staff
“local labour law”	<p>the legislation that covers the protection and rights of employees in Washington, namely (but not exclusively limited to) the</p> <ul style="list-style-type: none"> • Age Discrimination in Employment Act (ADEA)[USA]; • Americans with Disabilities Act (ADA)[USA]; • Australian Income Tax Assessment Act 1936 [Australia]; • Choice of Superannuation Fund Arrangements [Australia]; • Civil Rights Act, Title VII [USA]; • District of Columbia Family and Medical Leave Act [DC]; • District of Columbia Human Rights Act [DC]; • District of Columbia Parental Leave Law [DC]; • District of Columbia Pregnancy Antidiscrimination Act [DC]; • Employee Retirement Income Security Act (ERISA) [USA]; • Equal Pay Act (EPA) [USA]; • Fair Labor Standards Act (FLSA) [USA]; • Family and Medical Leave Act (FMLA) [USA] including updates; • Federal Rehabilitation Act [USA]; • Health Insurance Portability and Accountability Act (HIPAA)[USA]; • Occupational Safety and Health Act (OSH Act)[USA]; • Public Service Act (1999)[Australia]; • Superannuation Guarantee (Administration) Act 1992 [Australia] • Superannuation (Productivity Benefit) Act 1988 [Australia]; • Uniformed Services Employment & Reemployment Rights Act (USERRA)[USA]; and • White Cane Act [USA].
“month”	a calendar month unless otherwise specified.
“NAPS”	North American Pension Scheme
“ongoing employee”	an employee engaged without an end date of employment.
“partner”	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”	an employee who is engaged for an agreed number of hours per fortnight as either an ongoing or non-ongoing employee.

“pay point”	the salary point within the salary range for a classification level which is the substantive salary payable to an employee.
“Personal Leave”	<p>Staff may be eligible to take personal leave in the following circumstances:</p> <ul style="list-style-type: none"> • to recover from an illness or injury which inhibits a staff member from performing the functions of his/her job or which attendance at work would put other people at risk (i.e. contagious illness); • to care for a close family member (i.e. spouse, parent, child or other dependant) who is sick or recovering from an illness; • to care for a dependant in an emergency situation when there is no other reasonable option but to stay home (for example, school or childcare facility is closed at short notice; baby-sitter cancels at short notice etc); • in emergency situations covered under the Embassy’s operating status policy, where flex and recreation leave credits have been exhausted; • for doctor, dentist or specialist appointments; • for hospitalisation, to undergo surgery or treatment; • to move house; • attend school related activities as a parent; • to manage an emergency situation (e.g. water pipes burst, fire etc); • to mourn and/or make arrangements after the death of a close family member (see B.1.ii);n conjunction with approved FML; or • to observe religious holidays important to an individual which are not observed by the Embassy but which are recognised generally within the community. <p>Personal Leave is not an additional form of recreation leave. It may not be used for planned days off such as (but not limited to):</p> <ul style="list-style-type: none"> • to participate in any recreational activity; • to renew a driver’s or other licence; • to care for a non-close family member (see B.1.ii); • to mourn and/or make arrangements after the death of a non-close family member (see B.1.ii); • to participate in an event, as a representative or support staff (such as a sporting event, musical performance, theatrical production, television appearance etc); • to accompany or support a family member or friend to an event; • to await a delivery or cable or other home installation; or • to undertake non-emergency renovations or repairs.
“Post”	the Australian Embassy in Washington
“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.
“settlement Period”	two fortnightly pay periods reported in one attendance period, i.e. four weeks
“SAO”	the DFAT Senior Administrative Officer.

“supervisor”	an employee or Agency representative with the responsibility for managing or supervising employees.
“Temporary employee”	Non ongoing employee contracted on a fixed term of employment
“WLS”	Work Level Standard
“year”	a calendar year unless otherwise specified.