



**AUSTRALIAN EMBASSY**  
MATTIELLISTRASSE 2  
1040 VIENNA

**TERMS AND CONDITIONS OF EMPLOYMENT**  
**LOCALLY ENGAGED STAFF**  
**JANUARY 2009**

**WELCOME**  
**TO THE AUSTRALIAN EMBASSY AND PERMANENT MISSION**  
**TO THE UNITED NATIONS IN VIENNA**

*The Australian Government is fortunate in being able to draw on local employees to provide important work continuity, knowledge of local customs and conditions and diverse skills for the effective operation of the Embassy.*

*We are pleased to welcome you to the Embassy and hope this Contract will provide helpful information about your employment.*

**MISSION STATEMENT**

The Department of Foreign Affairs and Trade's 2007 -2009 Corporate Plan states that the Department's aim is to advance the interests of Australia and Australians inter-nationally. It is the aim of the Embassy to recruit and retain high quality local staff to maximise its potential contribution to the achievement of the Government's objectives overseas.

The Australian Embassy endeavours to ensure that its conditions of service comply both with the global regulations and practices of the Australian Government and with Austrian labour law and custom.

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## **EMPLOYMENT CONDITIONS (COS Handbook).**

### **1. PROBATION**

- 1.1 In accordance with Austrian labour law, an appointment may be terminated either by the employee or by the Embassy within the first month of employment of the employee's initial contract without advance notice.**

### **2. TIME AND ATTENDANCE**

- 2.1 Place of Work: Australian Embassy and Mission to the United Nations
- 2.2 Normal Embassy hours of operation are from 0830 to 1631 Monday to Friday. A lunch break of 40 minutes must be taken between 1200 to 1400. The actual time of an employee's lunch break will be based on the operational needs of the department and client service requirements.
- 2.3 All local staff are required to record each day the actual time of arrival and departure from the Embassy. It is each employee's responsibility to accurately record these times electronically in Excel on the Satin system and at the end of each two-week period, complete the Attendance Sheet (with any required personnel forms) and forward this to their Supervisor for authorisation. The Personnel Clerk or the Local Area Network Administrator will provide any necessary training in this matter.
- 2.4 An employee shall not leave the office during office hours without the knowledge and permission of the employee's Supervisor. Where an employee has been absent from duty for a period of more than thirty minutes without the knowledge or authorisation of the employee's Supervisor, the salary of the employee for that period of absence may be forfeited.

### **3. OVERTIME**

- 3.1 The prescribed weekly hours before overtime is payable in relation to an employee shall be -
- 40 hours per week for an employee with a classification of driver
  - 38 hours per week in any other case.
- 3.2 The rate at which overtime is payable to an employee shall be -
- Double time for overtime worked during the hours of 10 p.m. to 6 a.m. and at any hour on Public Holidays,
  - Time and a half in any other case

- 3.3 From 1 January 2008 additional hours, up to full time hours, worked by part-time staff with the prior written approval of their supervisor are remunerated with an hourly surcharge of 25%. Overtime provisions apply to additional hours beyond full-time hours. The additional hours may be taken as TOIL within a 3 month period (see below).
- 3.4 Overtime is not paid for time spent travelling on official trips, unless otherwise agreed by the employer.
- 3.5 Overtime (and excess time worked additional to normal working hours) must be approved by the supervisor prior to the work being undertaken. If overtime is required in an emergency situation and staff cannot receive prior approval, then approval can be sought from supervisors retrospectively.
- 3.6 With prior notification, the employee's supervisor may require overtime or additional hours worked to be taken in TOIL for budgetary reasons.

### **3A. PART-TIME EMPLOYMENT**

- 3A.1 Remuneration and other benefits will be calculated on a pro rata basis, apart from those allowances of a reimbursable nature, in which case part-time employees will receive the full level of reimbursement.

### **4. TIME OFF IN LIEU (TOIL)**

- 4.1 Time off in lieu (TOIL) of overtime is calculated on the same basis as overtime and may be granted for duty in excess of 40 hours and 38 hours per week (see above). TOIL is to be based on a pre-approved overtime claim and an approved leave application by the employee's Supervisor.
- 4.2 Time off in Lieu of additional hours may be granted to part-time staff. TOIL must be taken within 3 calendar months of the overtime or additional hours worked or be forfeited.

### **5. MEAL ALLOWANCE - during Extra Time Worked**

- 5.1 A meal allowance is payable when an officer is directed to work extra time after ordinary hours and over a standard meal period and no break is taken. Please refer to Accounts for the current rate.

### **6. SALARIES AND RELATED MATTERS**

- 6.1 Position classification is identified to work value, skill and qualification requirement and level of responsibility of the position, not on the qualities of the occupant.
- 6.2 The salary scale is provided in Schedule 3
- 6.3 New employees should liaise with the Accounts section to establish a banking procedure for salary payments. Employees are paid at the end of each month for time worked during that month.

## **7. AUSTRALIAN TAXATION AND SUPERANNUATION**

- 7.1 Australia has comprehensive double taxation agreements with Austria and the Embassy has a responsibility to provide information on income paid to locally engaged staff who are liable to pay Australian income tax (normally those defined as Australian Residents for taxation purposes). Information on this process is available from the Personnel Clerk.
- 7.2 The Australian Government has a statutory obligation to make superannuation contributions on behalf of Australian residents whom they employ at overseas posts (a Superannuation Guarantee Charge) irrespective of whether or not the employee is making any personal contributions to a superannuation scheme either in Australia or overseas. Information on eligibility and access is available from the Personnel Clerk.

## **8. AUSTRIAN TAXATION PAYMENTS**

- 8.1 It is the employee's responsibility to meet any obligations toward the Austrian Government with regard to payment of income tax. Local employment in a diplomatic mission does not create any entitlement to tax-free status and the Australian Embassy recommends that its employees meet their tax liabilities.

## **9. HIGHER DUTIES**

- 9.1 Where an employee is directed to perform the duties of another more senior broadband level position for a period of at least 5 continuous working days, the employee shall be entitled to be paid higher duties allowance equivalent to the first pay-point of the next broadband level to the broadband level that he/she currently occupies.
- 9.2 Where an employee is directed to perform the duties of another more senior broadband position, and they do not perform the full duties of that position; then the employee is entitled to be paid partial higher duties allowance at a level determined by the supervisor and/or SAO.

## **10. 13TH AND 14TH SALARY PAYMENTS**

- 10.1 Where, on 30 June and 31 December in any year, an employee has completed six month's service or a further six months' service, as the case may be, the employee shall be entitled to be paid an additional salary equivalent to one month's salary.
- 10.2 An employee who, on 30 June and 31 December in any year, has not completed six month's service shall be entitled to be paid a pro-rata additional salary payment according to completed days of service.
- 10.3 An additional salary payable in accordance with this clause may be paid one month in advance of the expiration of the period for which it accrues and in the event of an employee ceasing duty before the expiration of the month, the employee shall refund the difference between the amount paid and the pro-rata additional salary payment so calculated.

## **11. PERFORMANCE BONUS**

- 11.1 Performance bonus is an additional remuneration that is directly linked to the employee's performance (refer also to clause 27 Performance Management Program). Bonuses will be calculated on an employee's level of performance at the end of the performance appraisal cycle.
- 11.2 Performance bonuses are discretionary and will be based on the funds set aside by the employer for this purpose (refer to Appendix 1 of the Performance Appraisal Process).

## **12. OFFICIAL HOLIDAYS OBSERVED BY THE EMBASSY**

- 12.1 If a designated holiday falls within a period of approved paid leave, the employee will not be charged leave for that holiday.
- 12.2 Staff observe a maximum of thirteen public holidays each calendar year. These are selected by the Embassy management each year from designated public holidays in Austria and Australia.

## **13. RECREATION LEAVE**

- 13.1 Recreation leave shall accrue to an employee on the anniversary of the day on which the employee commenced duty. The rate at which recreation leave shall accrue shall be :-

<u>Years of Service</u>	<u>Annual Leave Credits</u>
Up to 25 years	Five weeks (25 working days)
25 years or more	Six weeks (30 working days)

- 13.2 An employee can be advanced up to 5 days recreation leave in any calendar year in anticipation of the next recreation leave credit.
- 13.3 Employees are encouraged to utilise recreation leave in the year it accrues. Recreation leave lapses, if it has not been used within 2 years from the end of the recreation leave year in which it accrued (*Section 4 para 5 Urlaubsgesetz* ).
- 13.4 Where, on the anniversary of the accrual of recreation leave, an employee is absent on a period of recreation leave, clause 13.3 shall not apply in respect of the period of recreation leave.

## **14. LONG SERVICE LEAVE**

- 14.1 Long Service Leave is only available to local staff employed before 20 December 1976. This leave is granted on the basis of 3/10 of one month (ie. 9 calendar days) for each completed year of service. Leave is not usually granted for periods of less than one half month.

## **15. SICK LEAVE**

- 15.1 The maximum periods of sick leave, which may be granted in any period of six months, shall be:

<u>Years of Service</u>	<u>Full Pay</u>	<u>Half Pay</u>
Up to <5	6 weeks	4 weeks
5 to <15	8 weeks	4 weeks
15 to <25	10 weeks	4 weeks
25 and over	12 weeks	4 weeks

15.2 Sick leave is not cumulative.

15.3 An employee shall not be entitled to be granted sick leave with pay should the employee

- fail to report promptly on being unable to perform duty
- fail to produce, on request, a certificate issued by a qualified medical practitioner
- refuse to submit, on request, to an official medical examination.

15.4 In case of a work related accident or work related illness, an employee with less than 5 years of service is entitled to fully paid sick leave of up to 8 weeks.

## **16. ABSENCE ON ACCOUNT OF SICKNESS**

16.1 Where an employee is unable to attend for duty on account of illness, the employee shall, on the production of a medical certificate so certifying, be entitled to be absent from duty without deduction from pay for a period not exceeding the amount of sick leave accrued to the employee.

16.2 In any sick leave year, an employee shall be entitled to be absent from duty without deduction from pay for a period of up to four days without production of a medical certificate. Any period of absence in excess of this period will require a supporting medical certificate.

## **17. SICK LEAVE WITHOUT PAY**

17.1 An employee who has completed 12 months' service and who has no paid sick leave credit may be granted leave of absence without pay on account of illness for a period of up to three months.

17.2 An employee who has not completed 12 months' service and who has no sick leave with pay credit may be granted leave of absence on account of illness for a period of up to one month.

17.3 The period of leave granted in accordance with the above shall be counted as service for all other purposes.

## **18. SPECIAL LEAVE**

### **18.1 Care of Family Members (Pflegefreistellung)**

18.1.1 Employees are entitled to a maximum of one week of Carer's Leave within a leave year to attend to an immediate family member (living in the same household) who is sick. An additional week is also available if the sick family member is a child up to 12 years of age. Any request in addition to one week must be supported by a Doctor's Certificate.

18.1.2 A leave year commences on the employee's commencement date and recommences on each anniversary of the employee's commencement date.

## **18.2 Unavoidable circumstances (Dienstverhinderung)**

18.2.1 Employees keep the entitlement to remuneration, in cases where they are prevented from performing work duties for a short period of up to 3 hours time for compelling reasons beyond their control such as court duty *Sect 8 para 3 Angestelltengesetz*. Australian public service practice will be considered as a reference point.

## **18.3 Study Leave**

18.3.1 Study leave, may be granted to an employee on application subject to post management approving the proposed course of study. Courses have to be:

- (a) state-approved and formally assessed,
- (b) useful to the post's operational efficiency, and
- (c) beneficial to the staff member's development needs

18.3.2 Studybank provisions (ref Admin Circ P0369) will be used as the basis for determining entitlements.

## **18.4 General**

18.4.1 An amount not exceeding three days per calendar year may be granted to an employee for occasions such as:

- an employee's marriage - three days
- the marriage of the employee's child, brother or sister - one day
- the death and funeral of the employee's spouse - three days
- the death of the employee's parents, parents-in-law or children - one day
- the funeral of the employee's parents, parents-in-law, children, brother, sister or grandparents - one day
- the confinement of the employee's spouse - one day
- the change of residence – one day

## **19. MATERNITY & PARENTAL LEAVE**

19.1 Employees shall be entitled to parental leave in accordance with Austrian law. Upon knowledge of a pregnancy, female employees are obliged to advise the Embassy of the anticipated date of childbirth and submit a doctor's certificate.

19.2 Austrian regulations provide for sustenance by the Austrian Social Service Department for eight weeks before the birth and eight weeks after the birth (with extensions of this time in specific cases). During this period, the employer is not obliged to make any payments to the employee.

19.3 This period of leave is counted for the purpose of calculating recreation leave but not for the purpose of calculating a termination payment.

19.4 Optional Maternity/Parental leave is available to both men and women, only up to the second birthday of the child, and may be claimed either by one parent exclusively or by

mother and father successively. Requests in writing as early as possible, but at least before the end of the eight weeks maternity leave period after childbirth must specify the number of months requested and the return-to-duty date.

19.5 A detailed brochure on Maternity leave is available from the Personnel Clerk.

## **20. NURSING LEAVE**

20.1 Mothers who return to work after eight weeks (i.e. following the prescribed period under Austrian law) and who do not elect to take parental leave are entitled to 45 minutes nursing leave after 4.5 hours work. If the working time per day is more than 8 hours an additional nursing leave of 45 minutes is granted or a one-off nursing leave of 90 minutes can be taken. The employee may be required to submit a doctor's certificate certifying that she is breastfeeding the child.

## **21. LEAVE WITHOUT PAY**

21.1 An employee may have approved leave without pay, other than sick leave without pay, for a period of up to three months and, in exceptional circumstances, for a further period of up to three months.

21.2 Up to one week per annum of leave without pay, other than sick leave without pay granted under this section may count as service for the purpose of recreation leave, sick leave, increments, long service leave and retirement benefits. If periods in excess of one week per annum are granted, the accrual date for the entitlements specified above are to be deferred by the amount of leave without pay taken in excess of one week.

## **22. OFFICIAL TRAVEL**

### **22.1 Travelling Allowance**

22.1.1 Where an employee is required to be absent overnight from Vienna to travel on official business, the actual cost of accommodation at an appropriate standard plus the current embassy rate per day for meals and incidentals will be paid.

22.1.2 The class of travel will be determined by the Senior Administrative Officer, but will in the majority of cases be economy airfares within Europe, and surrounding countries.

### **22.2 Vehicle Allowance**

22.2.1 The Australian Embassy may authorize an employee to use for official purposes a motor vehicle owned by an employee if it is satisfied that the use by the employee of the motor vehicle would result in greater efficiency or involve the Commonwealth in less expense than would be the case if public transport or a vehicle owned by the Commonwealth were used.

22.2.2 The Embassy rate at which vehicle allowance is payable to an employee if a private vehicle is used for official purposes is the current rate as listed in Clause 4.10 of Volume Two, Division 10 of the DFAT Human Resources Manual. [Please refer to Accounts.]

### **22.3 Seat Belts**

- 22.3.1 All employees are required to wear seatbelts when driving or traveling in Embassy official vehicles.

### **23. OUTSIDE EMPLOYMENT**

- 23.1 An employee shall not be the holder of any office or engage in any employment other than his employment with the Australian Embassy, without the express permission of the Head of Mission, which permission may at any time be withdrawn.
- 23.2 If an employee would like to engage in outside work they are required to complete an "Application to Engage in Outside Employment" form and submit it to the Personnel Officer for processing.
- 23.3 The Head of Mission shall not grant permission for the employee to be the holder of any paid office or to engage in any employment; that is incompatible with the performance of his duties with the Australian Embassy.

### **24. SOCIAL SERVICE SCHEME**

*For staff employed prior to 1 January 2009*

- 24.1 The Australian Government contributes the employer's contribution to Social Service Scheme required under Austrian law. Where an employee is ineligible for the Austrian National Social Security Scheme (Wiener Gebietskrankenkasse), the Australian Government will meet, on production of receipts, one half of the total contributions to an alternative insurance scheme, provided that this liability does not exceed that which would be incurred by the Government if the employee were eligible to participate in the National scheme.
- 24.2 The Austrian National Social Security Scheme provides retirement, health, accident and unemployment benefits.
- 24.3 The Austrian National Social Security Scheme does not provide severance or termination payments to employees except in cases of retirement.
- 24.4 There are reciprocal Social Security Scheme agreements between Wiener Gebietskrankenkasse and many different countries. These agreements are continually changing.
- 24.5 Should they be ineligible to join the Austrian National Social Security Scheme, the employee may contact private insurance companies or their agents directly to inform themselves of the various alternative private insurance options available. The Embassy is not in a position to advise about these options.
- 24.6 Employees ineligible to join the Austrian National Social Security Scheme shall ensure that the alternative private social security insurance cover is adequate to cover all options to the similar levels that would have been available to them under the Austrian National Social Security Scheme (eg pension, health, accident, maternity leave cover etc).

- 24.7 The Embassy will not be liable for any claims resulting from the failure of employees to adequately take out insurance cover and keep it current.

*For staff employed from 1 January 2009*

- 24.5 Social Security provisions are under review. Refer to personnel for additional advice..

## **25. MEDICAL REQUIREMENTS**

- 25.1 **An employment candidate must successfully pass a medical examination and a chest x-ray prior to confirmation of employment. These are at no cost to the candidate and are organised through the Personnel Clerk.**

## **26. WORKER'S COMPENSATION**

- 26.1 The Austrian National Social Security Scheme provides cover for costs associated with accidents in the work place for employees registered with them for whom the Embassy pays the legally required employer contribution.
- 26.2 An employee in a scheme other than the Austrian National Social Security Scheme shall ensure that their private insurance provides adequate cover (ie similar to level provided under the Austrian National Social Security Scheme) for work-related accidents. The Embassy will not be liable for any claims resulting from the failure of employees to adequately cover themselves for this.
- 26.3 Where an employee is registered with the Austrian National Social Security Scheme, employee shall seek compensation for any work-related injury from the Austrian National Social Security Scheme.
- 26.4 Where contributions are made to a scheme other than Austrian National Social Security Scheme, the employee shall seek compensation for any work-related injury from the alternative insurance provider.

## **27. PERFORMANCE MANAGEMENT PROGRAM**

- 27.1 The Embassy's program is a continuous process of observation and appraisal of an employee's work results, attitude and performance. The appraisal will provide the basis for performance linked rewards based on the employee's level of achievement throughout the assessment year (refer to Performance Bonus in Section 11).
- 27.2 The process commences on 1 July with an Agreement of work parameters being struck between the employee and the Supervisor; moves to a mid-term review in December/January; and is completed in June. From 1 July 2008 all DFAT employed local staff (including those working with DIAC) will follow the procedures for DFAT staff detailed in Appendix 1.. (Appendix 1, which contains more detailed information on the Performance Management Process will be reviewed and updated).

## **28. PERFORMANCE OF SERVICES**

28.1 The employee is required to:

- liaise with and report to the nominated Australian Embassy Supervisor and perform the services under the direction of the nominated Australian Embassy Supervisor;
- carry out the Services to the best of his/her skill and ability for the benefit of the Australian Embassy to the standard of the Performance Indicators;
- devote the employee's best efforts and attention to the performance of the Services;
- perform the employee Services in a proper, industrious and professional manner; and
- at all times conducts himself/herself so as not to bring any discredit to the Australian Embassy or cause any nuisance or disruption to the Australian Embassy.

28.2 The employee warrants that he/she:

- will maintain in good order all materials and facilities owned or controlled by the Australian Embassy which the employee may utilise in the course of providing the Services; and
- will return all Australian Embassy supplied items and Australian Embassy materials upon completion of use or otherwise upon termination in good condition, apart from reasonable wear and tear.

## 29. SECURITY

29.1 **An employee shall, immediately upon appointment, subscribe to such appropriate undertaking to observe strict secrecy regarding all matters connected with his/her employment as may be prescribed by the Department responsible for the administration of the post. Any such undertaking will be given by the employee on the understanding that a breach thereof will render him/her liable to dismissal without notice or any payment in lieu thereof.**

29.2 A police check and/or security clearance is a pre-condition of employment and the loss of the security clearance or an adverse police check will lead to the immediate termination of this contract.

29.3 The employee must ensure that all information and materials of the Australian Embassy in the custody of the employee are protected at all times from:

- unauthorised access arising from an act or omission of the employee;
- use by a third party; and
- misuse, damage or destruction by any person

29.4 **Employees will at all times comply with the Embassy's Security Policy and Procedures (Appendix 2). Any breach of the Embassy's Security Policy and Procedures can result in the immediate dismissal of the employee without notice and forfeiture of any severance entitlements.**

## 30. INTELLECTUAL PROPERTY

- 30.1 The Australian Embassy is the owner of any Intellectual Property Rights in all material associated with Australian Embassy related work undertaken by the employee during the duration of their employment with the Australian Embassy.
- 30.2 The employee must execute all documents and do all acts and things required by the Australian Embassy for the purpose of giving effect to clause 30.1.
- 30.3 Australian Embassy material will remain the property of the Australian Embassy and on the expiration or earlier termination of this Contract, the employee must return all Department Material to the Australian Embassy Supervisor.
- 30.4 The employee is responsible for the safe keeping and maintenance of all Australian Embassy material.

### **31. CONFIDENTIALITY**

- 31.1 Information about the public or private activities of and conversations in the Embassy are to be held in strictest confidence. Information acquired in the course of official duties may not be used for personal advantage. Breach of this confidence shall be considered grounds for dismissal.
- 31.2 It is the employee's responsibility to ensure that any sensitive information is properly protected from unauthorised disclosure. Any breach of the confidentiality requirement will make the employee liable to dismissal without notice and forfeiture of any severance entitlements.
- 31.3 The employee must at the request of the Australian Embassy sign a confidentiality agreement in the form at Schedule 2.
- 31.4 All visitors and trades-people to the Embassy premises must sign the Visitor's Register maintained by the Receptionist and be escorted to and from the front reception area into the presence of the officer they have come to see. All visitors and trades-people are to be notified that mobile phones are **not** to be turned on within the restricted areas of the Embassy premises.

### **32. CODE OF CONDUCT**

- 32.1 An employee shall at all times be subject to the authority of the Head of Post and the officer-in-charge of the section in which they are employed.
- 32.2 Employees are required to conduct themselves to a high standard of conduct, probity and integrity and to deal equitably, honestly and in a professional manner with both the public and colleagues to ensure their professional or personal behaviour does not bring the Embassy into disrepute.
- 32.3 An employee shall not directly or indirectly solicit or accept gifts or money from any person or organisation concerned or seeking to be concerned, directly or indirectly, with any matter connected with the official business of the Australian Embassy and Mission to the United Nations.

32.4 As the Embassy is the official representative of the Australian Government in Austria, both Australian and Austrian principles and standards of conduct apply in the workplace

32.5 New employees will be required to read, understand and acknowledge acceptance of the Embassy Code of Conduct. (Copy attached as Schedule 2.)

**32.6 Any breach of the Embassy's Code of Conduct will make the employee liable to dismissal without notice and forfeiture of any severance entitlements.**

### **33. CONFLICTS OF INTERESTS**

**33.1 In the acceptance of this contract of employment, the employee guarantees that they have no existing conflict of interest with the Australian Embassy and Mission to the United Nations, and that they will do nothing during the term of their employment that will give rise to a conflict of interest. Any breach of this clause would make the employee liable to dismissal without notice and forfeiture of any severance entitlements.**

33.2 The employee must immediately notify the Department of any activity that constitutes or may constitute a conflict of interest.

### **34. GRIEVANCE PROCEDURES**

34.1 It is expected that all employees work together in a collegial manner, each group respecting the other's skills, expertise and experience and treating each other in a professional manner. However, in the event that a complaint or grievance does arise in which informal procedures have not provided a satisfactory outcome, then resolution procedures set down in Administrative Circular PO350 (refer to Appendix 3 for complaints and grievances) should be followed.

### **35. TERMINATION OF EMPLOYMENT**

#### **35.1 Period of Notice on Termination of Service**

35.1.1 The minimum period of notice is for:

OFFICE STAFF

By the employee - one month effective from the first day of the following month.

By the employer -	<u>Years of Service</u>	<u>Period of Notice</u>
	Up to 2	6 weeks
	2 to 4	2 months
	5 to 14	3 months
	15 to 24	4 months
	25 and over	5 months

DRIVER / ASSISTANTS AND CLEANERS

By both employee and employer -	<u>Years of Service</u>	<u>Period of Notice</u>
	First year of service	1 week
	1 to 4	2 weeks
	5 and over	4 weeks

35.1.2 In case of termination of employment through the employer, employment can only cease at the end of a calendar quarter.

35.1.3 Employees may be required to take any accrued recreation leave during the period of notice. Accrued recreation leave, which cannot be taken during the period of notice, is to be taken in the form of pay.

**35.2 Redundancy**

35.2.1 If an employee is to be made redundant, notice of the redundancy is to be given to the employee in writing. Periods of notice as in Cl 35.1.1.apply.

35.2.2 If:

- a) an employee wishes to cease duty on the day on which the employee is given notice of his/her redundancy; or
- b).the employee is directed by his or her employer to cease duty on that day,

salary payments will continue to be made until the end of the period of notice.

35.2.3 An employee who has been given notice that he or she is to be made redundant is, on demand, from the day on which notice is given, entitled to one fifth of his/her regular weekly working time as time off on full pay, primarily for the purpose of identifying suitable alternative employment.

**35.3 Termination on Disciplinary Grounds (Dismissal)**

35.3.1 No period of notice is required.

**35.4 Termination Payments (including age retirement)**

*For staff employed before 1 January 2003*

35.4.1 Employment contracts established before 31 December 2002 are still subject to the old termination pay rules (Abfertigung alt). In the event of an unjustified dismissal without notice, justified early termination by the employee and mutually agreed upon termination, the employee is entitled to severance pay as follows:

<u>Continuous Years of Service</u>	<u>Termination Pay</u>
Less than 3 years	Nil
More than 3 years	2 months
More than 5 years	3 months
More than 10 years	4 months
More than 15 years	6 months

More than 20 years	9 months
More than 25 years	12 months

- 35.4.2 The monthly remuneration for the purposes of calculating a termination pay encompasses the regular monthly salary as well as all other regular payments (13<sup>th</sup>, 14<sup>th</sup> pay, bonuses) and allowances and regularly worked hours of overtime over the last 12 months of employment. Allowances that are reimbursements are not to be included.
- 35.4.3 Female employees who resign (terminate employment) to care for new born children and have been employed continuously for the last five years are entitled to receive half of the termination payment stated in the Termination Payments clause above to a maximum of 3 times the monthly salary (§23a/3 *Angestelltengesetz*):
- i) if they give notice of termination after the birth of a living child within the protection period (8 weeks);
  - ii) if they give notice of termination within 8 weeks after adoption of a child that has not reached two years old or after having taken such a child as a foster child, without receiving payment for its care
  - ii) if they give notice of termination 3 months prior to the end of their maternity leave
- 35.4.4 Where an employee dies, a termination payment at half the relevant rate shall be made to the employee's legal heirs which the deceased had a legal liability to support (§23/6 *Angestelltengesetz*).
- 35.4.5 In case of termination of employment by the employee due to retirement, a termination pay is payable in certain circumstances, in accordance with Austrian Labour Law.
- 35.4.6 The definition of retirement includes
- (a) attainment of the legal minimum retirement age under Austrian Law, which is for
    - (i) men: 65 years,
    - (ii) women born before 02.12.1963: 60 years,
    - (iii) women born from 2.06.1968: 65 years,
    - (iv) women born between the above dates an increasing scale as per Austrian Pension Law; or
  - (b) all cases of early retirement permissible under Austrian public pension rules.

*For staff commencing employment from 1 January 2003*

- 35.4.7 For employees that commence work after 1 January.2003, from the second month of employment, the employer will pay 1.53% of the monthly gross salary for the provision of a termination payment. See the personnel clerk for advice on where these funds will be paid.

## **37 NON-SMOKING POLICY**

- 37.1 In recognition of the evidence of the adverse health effects of smoking and the discomfort that tobacco smoke causes in office environments, the Australian Government has a ban on

smoking in all its offices both in Australia and overseas. As a result of the ban, the offices of the Embassy are designated a smoke—free environment and smoking is prohibited. Smoking in official vehicles is also not permitted.

### **38. WORKPLACE DIVERSITY**

38.1 The Embassy follows Australian laws concerning non-discrimination and equal opportunity employment and has, as part of its basic administration, workplace practices that support the health and safety, diversity, flexibility and fair and reasonable treatment of all employees. An Embassy Workplace Diversity officer (currently Position Number 2091) is available as an initial point of reference between management and staff for queries or problems. Staff are free to seek further advice from senior staff members in the Human Resources Section in DFAT (see also Appendix 3 on policy regarding Managing Complaints and Grievances).

### **39. OCCUPATION HEALTH AND SAFETY (OH&S)**

39.1 The purpose of OH&S policy is to assist with the prevention of workplace injuries and exposure to hazards in the workplace that may cause harm, by reducing exposure to such hazards as far as is reasonably practicable. The achievement of that purpose reduces the personal, community and financial costs of such injuries and illnesses.

39.2 The Management of the Embassy is committed to protecting all employees at or near the workplace from risks to health and safety arising out of the activities of employees at work. The Embassy has an OH&S program, the intention of which is to prevent as far as possible injuries and exposure to hazards in the workplace. Employees are encouraged to discuss any OH&S concerns with the OH&S Representative in the Embassy. Should an employee receive a job-related injury, after receiving medical treatment if required, they should contact the OH&S Representative or the Office Manager who can provide assistance, as well as promotional material, on occupational health and safety matters.

### **40. TRAINING & DEVELOPMENT**

40.1 The Embassy attempts to provide all employees with training opportunities and personal development relevant to their position, in support of identified training needs from the Performance Management program.

### **41. VARIATION TO CONTRACT**

41.1 An amendment or variation to this Contract is not effective unless it is in writing and signed by the parties.

### **42. SEVERABILITY**

42.1 If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.

42.2 Where the Embassy's conditions contravene, or are less favourable than those provided for by Local Labour Law, then the Local Labour Law provisions will apply.

**43. FURTHER ASSURANCE**

- 43.1 When requested to do so by the Australian Embassy the employee must deliver up to the Australian Embassy all papers, disks, access keys and other materials which are in the possession or custody or under the control of the employee relating in whole or in part to the affairs of the Australian Embassy or its operations.
- 43.2 The employee must make all reasonable efforts to facilitate skills transfer from the employee to Australian Embassy staff.

**44. RESERVATION TO CHANGE CONTRACT**

- 44.1 The Employer reserves the right to alter the terms of this contract where there is mutual agreement between employer and employee.

*It is each employee's responsibility to advise any change in personal data, contact details, marital status, dependency status, etc. to their Supervisor or the Personnel Clerk.*