

**AusAID, United Nations, New York, United States of America**

**CONTRACT OF SERVICE**

***Program Assistant***

This Contract is made on the **(date)**

**BETWEEN:** the Commonwealth of Australia, as represented by AusAID, at the Australian Mission to the United Nations, 150 East 42 Street, Level 33, New York, NY 10017, United States, (hereafter called the Employer).

**AND:** **xx**, (hereafter called “the Employee”).

**PURPOSE:**

- A. AusAID wishes to employ a Program Assistant at its United Nations Post and has decided to offer the position to the Employee; and
- B. The Employee has agreed to accept the position of Program Assistant with AusAID; and
- C. The Employee warrants that he/she has the appropriate licences and qualifications (if any are required) to competently perform the functions of the position; and
- D. AusAID and the Employee have reached mutual agreement as to the terms and conditions that will apply to the Employee’s employment with AusAID.

**IT IS AGREED** as follows:

1. That the following documents **attached** to this Contract will be deemed to form part of this Contract:

- (a) **Schedule 1** - Contract Details;
- (b) **Schedule 2** - Provision of Services;
- (c) **Schedule 3** - Consideration for Services;
- (d) **Schedule 4** - Services/Tasks;
- (e) **Schedule 5** - Code of Conduct for Overseas Based Employees; (f
- (f) **Schedule 6** – A-based and O-based Performance Plan and Review;  
and
- (g) **Schedule 7** - Guidelines for the Management of Overseas-Based Staff (hereafter called O-Based Guidelines);

2. That the mutual rights and obligations of AusAID and the Employee will be as set forth in this Contract;

3. That the Employee will provide the agreed services outlined in **Schedule 4 - Services/ Tasks** consistent with the terms and conditions outlined in **Schedule 1 – Contract Details** and **Schedule 2 - Provision of Services** and in accordance with the conduct standards outlined in **Schedule 5 - Code of Conduct for O-Based Program Support Unit Employees**;
4. That AusAID agrees to remunerate the Employee as outlined in **Schedule 3 – Consideration for Services**;
5. That performance management will be in accordance with **Schedule 6 – Overseas Based Performance Planning and Assessment (PPA) Guidelines**;
6. That the terms and conditions of service for the Employee will be as required by local labour law and as set down in **Schedule 7, Guidelines for the Management of Overseas-Based Staff**. Where there are differences, the local labour law will prevail;
7. That this contract constitutes the entire agreement between AusAID and the Employee in relation to the Employee’s employment with AusAID. Upon the termination or expiration of this contract, for whatever reason, the Employee has no claims against the Commonwealth of Australia, whether represented by AusAID, or the Australian Mission, apart from any appropriate entitlements as set out in this contract; and
8. That significant changes to services outlined in **Schedule 4** may lead to revision of this Contract.

**IN WITNESS** the parties have duly executed this Agreement on the date first written above.

**SIGNED** on behalf of **AusAID** by )  
 )  
 Counsellor (Development) ) .....

In the presence of  
 .....  
 .  
 Signature

.....  
 .  
 Name

**SIGNED** by

)

Employee

)

)

.....

In the presence of

.....

Signature

.....

Name

**CONTRACT DETAILS**

**Schedule 1**

**Title of Position:** Program Assistant

**Commencement Date:** 1 April 2008

**Completion date** Not applicable

**Probationary Period:** Not applicable

**Commencing Salary (Per Annum):** USD \$ xxx

\*Note - gross salary will be adjusted from 1 July each year for Consumer Price Index (CPI) variations in accordance with advice from the Department of Foreign Affairs and Trade.

**Allowances** As provided for in the O-Based Guidelines

**Additional Benefits:** As provided for in the O-Based Guidelines

I, ....., have read and understood the terms outlined in this Contract and the attached schedules in relation to the provision of services to AusAID and my responsibilities under the 'Code of Conduct for O-Based Employees' at Schedule 5.

Signature of Employee: .....

Date .....

**2-1. PURPOSE OF EMPLOYMENT**

The Employee agrees to provide the services of Program Assistant as described in Schedule 4 Services/Tasks. Except for the operation of relevant local laws, the provisions outlined in this contract and the attached schedules are the only terms that will apply to the Employee.

Where there is an inconsistency between any of the provisions outlined in the O-Based Guidelines and the local laws, the local laws will prevail.

**2-2 DURATION OF SERVICE**

Subject to clauses 2-4, 2-5 and 2-6, the period of service is as set out in the Contract Details, Schedule 1.

The Contract may be terminated by the Employee by providing written notice of intention to terminate this Contract at least one calendar month in advance, or may be terminated by AusAID in accordance with clause 2-15.

**2-3 RENEWAL OF CONTRACT**

This Contract may be renewed for a further period subject to the mutual agreement of the parties. Upon renewal of this Contract, the probationary period in Clause 2-4 is not required to be served again.

**2-4. PROBATIONARY PERIOD**

Not applicable

**2-5 SECURITY**

2-5.1 The contract is subject to the Employee continuing to maintain a satisfactory security clearance throughout the duration of the contract. Where the Employee fails to maintain a satisfactory security clearance, AusAID may terminate the contract in accordance with clause 2-15.

Where the Employee fails to satisfy the Australian Mission's security requirements, action may also be taken to terminate employment in accordance with clause 2-15.

2-5.2 The Employee undertakes to observe strict confidentiality on all information gained through his/her period of service with AusAID. Such undertaking is given on the understanding that a breach may be considered as serious misconduct and may result in termination of this contract in accordance with clause 2-15.

This clause survives termination of the contract.

## **2-6 MEDICAL EXAMINATION**

The commencement and continuation of this Contract is subject to satisfactory reports of medical examinations (and chest x-rays if applicable) at the time of engagement and each year thereafter, conducted by a medical practitioner approved by AusAID. The examination is required with a view to establishing fitness for the type of work in which the Employee will be/is engaged.

AusAID will pay for the medical examinations, pathology tests, x-rays, etc if required by the examining medical practitioner.

Where tasks under this Contract require the Employee to continuously utilise screen-based equipment, or to carry out a primary service of driving a motor vehicle, then the Employee will be entitled to have an appropriate annual eyesight test paid for by AusAID.

Where an Ophthalmologist has certified that spectacles are required specifically for screen based equipment work, and not for normal vision, reimbursement of one set of frames and lenses will be paid by AusAID at a rate set from time to time by the Senior A-Based person at Post.

## **2-7 CONDUCT**

The Employee will always perform tasks under this Contract to the best of his/her ability and in accordance with the reasonable direction of AusAID. The Employee is required to acknowledge the Code of Conduct for O-Based Employees which forms part of this contract at **Schedule 5**. The Employee will always be subject to the reasonable authority of AusAID in relation to matters of conduct.

The Employee will not directly or indirectly solicit or accept gifts or money from any persons or organisations concerned or seeking to be concerned, directly or indirectly, with any matter connected with the official business of AusAID, unless seen as appropriate and approved by the Senior A-Based Officer at Post.

## **2-8 HOURS OF DUTY**

The Employee will work 37 hours and 25 minutes per week. The ordinary weekly hours of attendance will be determined by the Post.

The Employee consents to working overtime when so requested by the Employer.

However, where the Employee is required to work on a weekend or on an Embassy-designated Public Holiday, the Employee may with prior approval of the Senior A-Based Officer may either be paid overtime or take time off in lieu (TOIL) as payment for actual time worked. See also clause 3-4.

## **2-9. RECORDING OF ATTENDANCE**

2-9.1 The Employee must record attendance in an AusAID approved register.

2-9.2 Absences totalling up to sixty or more minutes in any monthly pay period or periods, without the prior approval of the responsible A-Based Officer or his/her representative, may result in the loss of payment to the Employee for the period or periods of absence.

## **2-10. NOTIFICATION OF ABSENCE FROM DUTY**

The Employee is responsible for advising AusAID by 10.00 am on any day of his/her absence, if the Employee is unable to attend for duty at the normal time of commencement because of sickness or other reasons. Failure to do so may result in loss of payment and termination of this contract.

If the Employee is unable to perform the tasks required to be undertaken under this Contract because of unauthorised absence for two days or more, AusAID reserves the right to terminate this Contract. Payment of any termination benefits will be made to the Employee in accordance with local laws.

## **2-11. PUBLIC HOLIDAYS**

The Employee will be granted paid leave for the same public holidays observed by the Australian Mission New York. These are generally a combination of USA and Australian holidays.

## **2-12 SMOKING**

The Australian Government provides a smoke-free working environment. The smoking of any substance, in the work environment or while travelling in official vehicles, is not permitted.

Violations of this clause may result in the imposition of an appropriate disciplinary sanction, including a written reprimand, suspension and/or termination of this contract for repeated offences.

## **2-13. TRAVEL**

A valid passport is to be held by the Employee at all times. All costs associated with acquiring new and replacing passports specifically for AusAID-related travel will be met by AusAID.

The Employee agrees to be available to travel to other countries and territories as required and directed by AusAID.

## **2-14. OUTSIDE EMPLOYMENT**

Whilst engaged under this Contract, the Employee shall not hold any office or provide services to another organisation without the express permission of AusAID. This permission may be withdrawn at any time.

Any request for permission should be forwarded to the Senior A-Based Officer. He/she will not grant permission for any employee to be the holder of any office or to engage in any employment which is incompatible with the performance of the Employee's duties at AusAID or at the Australian Embassy.

However, the Employee does not need to seek permission where the office held or work done is in association with the activities of a church or community group that has no relationship with his/her employment with AusAID.

## **2-15 TERMINATION OF EMPLOYMENT**

This Contract is automatically terminated on the date of the expiration specified in this Contract Details. The Employee, upon ceasing employment for reasons other than misconduct, will be entitled to payment in lieu of outstanding recreation leave, outstanding allowances, and any other entitlements under local labour law.

2-15.1. Subject to local laws AusAID may terminate the services of an Employee:

- a) at any time during the probation period with payment in lieu of two weeks notice;
- b) where the Employee fails to pass a medical examination as required under clause 2-6;
- c) where there is insufficient work for the Employee, by giving one month's notice in writing. See also the provisions in the paragraph below;
- d) where the Employee breaches the O-Based Code of Conduct;
- e) where AusAID considers that the Employee is unable to fulfil the requirements of this contract, including the inability to perform the tasks outlined in the contract,
- f) for gross inefficiency; or
- g) where the Employee fails to attain, or maintain, a satisfactory security clearance under clause 2-5.

When an Employee's services are terminated under clause 2-15.1(c) due to insufficient work being available for the Employee, then he/she will be paid an additional month's salary to that specified in clause 2-15.1(c). If required by the Employee, AusAID will assist the employee with training or retraining for other employment, during which time AusAID will continue to pay the person's salary up to a maximum of one month.

2-15.2. Where AusAID is considering termination of this contract under either subclause 2-15.1(d) or (e), then the Employee will be given the opportunity to put forward an explanation for the Employee's actions and reasons why the termination should not occur, before a final decision is made. The Senior A-Based staff member at Post, or in his/her absence, the Program Director in Canberra shall consider the explanations and reasons before referring the matter to the Director, HR Services for determination.

2-15.3 In cases of serious misconduct such as an inability to perform the specified tasks under this contract; theft; embezzlement; or breach of security pursuant to clause 2-5, the Employee will be dismissed. No payments for termination will be made following termination under this subclause, unless local labour law specifies otherwise.

2-15.4 The Employee may terminate this contract by giving one month's notice in writing.

2-15.5 AusAID reserves the right to inform the public, via newspaper advertisement or other means of communication, of the Employee's resignation or separation from AusAID and the effective date thereof.

## **2-16. INTELLECTUAL PROPERTY**

AusAID is the owner of any intellectual property rights in any material created as a result of, or associated with work undertaken during the duration of this Contract.

The Employee hereby assigns and agrees to do everything necessary (including the execution of relevant documents) to so assign such intellectual property rights to AusAID.

## **2-17. AUTHORITY TO EXERCISE FINANCIAL DELEGATIONS**

In exercising powers or functions under a delegation, the Employee must comply with any directions of the Chief Executive Instructions as stated in the AusAID Finance Management Manual.

## **2-18. COPYRIGHT**

Copyright in pre-existing material owned by the Employee and used in connection with this employment shall remain with the Employee. The Employee grants a royalty free licence to the Commonwealth to use the pre-existing material for the purpose of this employment.

## **2-19 RESOLUTION OF DISPUTES**

The parties undertake to use all reasonable effort in good faith to resolve any disputes which arise between them in connection with this Contract. If a resolution is unable to be made, then the matter is to be referred to the HR Branch for advice and decision.

## **2-20 POST SEPARATION RESTRICTION**

Without the expressed authority of AusAID, the Employee will not be permitted after termination or expiration of this Contract to undertake work solely or with another party on any AusAID funded activity in which the Employee was involved under this Contract, for a period of six months post cessation.

## 2-21. DEFINITIONS

“A-based” means an Australian based employee of AusAID, or a Department of Foreign Affairs (DFAT) employee who is employed for the time being at the Post;

“Australian Mission” means the Australian Embassy or High Commission at the Post;

“Chief Executive Instructions” means instructions issued under the Australian *Finance Management and Accountability Act 1997 (Cth)* by the Director General of AusAID or his/her delegate, relating to the financial requirements of AusAID;

“Gross inefficiency” means failure of the Employee to meet the minimum standards for his/her job or position, prescribed, set, and made known to him/her by AusAID due to incompetence, inefficiency, lack of skill, or negligence in his/her duty or manner of work execution;

“local” means the place where the Post is located and “locally” has a corresponding meaning;

“Local Laws” means the law as in force for the time being in the country where the Post is located.

“O-Based” means an AusAID Overseas Based Employee at the Post.

“party” means AusAID or the Employee, as the case may be, and “parties” means both of them;

“O-based Guidelines” mean the “Guidelines for the Management of Overseas-Based Staff”.

“Post” means the Post specified in **Schedule 1 - Contract Details**;

“PPA Guidelines” means the AusAID policy that describes the performance management process, which is designed to help achieve effective work performance and provide a link between individual work performance and AusAID goals. It aims to promote regular discussions about performance expectations and should help increase awareness of any weaknesses in performance; and

“Responsible Officer” means the A-based officer who may exercise financial delegations for AusAID at the Post;

“Superannuation” means funds set aside during an employee’s working life for use as retirement income under a regulatory system.

“Supervisor” means the person to whom the Employee reports on a daily basis and who is the person responsible for allocating work and tasks to the Employee.

## 2-22. RELATIONSHIP TO CONDITIONS OF EMPLOYMENT WITH THE AUSTRALIAN PUBLIC SERVICE

The terms and conditions of employment with the Australian Public Service are expressly excluded from the terms of this contract.

## 2-23 WORK VISA AND WORK CLEARANCES

The Employee declares that he/she has the appropriate visa and any required clearances to enable him/her to work in the country of employment. If the Employee is still awaiting a work visa or clearance, then he/she acknowledges that he/she will be unable to commence employment until such visas and clearances are obtained.

However, AusAID will facilitate assistance to the Employee to obtain and retain his/her visa during the period of employment with AusAID.

## **2-24 VARIATION OF CONTRACT**

This contract may be varied subject to mutual agreement in writing between AusAID and the Employee. Where there is failure to reach agreement, then the provisions of clause 2-19 will apply.

## **2-25 OFFICIAL INTERNET ACCESS AND USAGE**

The Employee acknowledges that he/she is subject to the direction of the Department of Foreign Affairs and Trade and AusAID in the access and usage of the official internet at Post.

**3-1. PAYMENT**

Payment will be made fortnightly at the fortnightly rate based on the Employee's annual salary equivalent at Schedule 1.

**3-1.1 Taxation**

The employee will take full responsibility for all personal taxation matters, including payment of any taxation due on his/her paid salary.

AusAID will not become involved in any way in the Employee's personal taxation affairs. The Employee is required to make his or her own arrangements with the taxation authorities.

**3-2 BONUS AND INCREMENTS**

Subject to an "Effective" performance rating, the Employee may receive:-

(a) an annual increment of 5% of gross salary, excluding allowances, effective from (start day) each year. Increments will reach a maximum level on (start day) 2010, when the salary scales and incremental levels for this position will be reviewed, if not reviewed earlier.

(b) a 4% of gross salary (excluding allowances) performance bonus to be paid on (start day) each year, commencing in 2009.

The terms 'effective', 'adequate', and 'unsatisfactory' for performance ratings are defined in the Overseas Based Performance Planning and Assessment Guidelines at Schedule 6.

**3-3 PAYMENT ADJUSTMENT**

The Employee may receive a payment adjustment subject to his/her performance assessment. However if the Employee's performance is assessed as unsatisfactory, then no adjustment is payable and his/her employment may be terminated.

**3-4 OVERTIME**

3-4.1 If the Employee is required to perform services outside the normal hours prescribed in the O-Based Guidelines Section 6.1, AusAID will pay a loading at the following rates applicable at the Post after 37 hours 25 minutes per week.

Normal work days and Saturdays:	Time and a half.
Sundays and public holidays:	Double time.

3-4.2 Full information on overtime is available in the O-Based Guidelines.

### **3-5. ALLOWANCES**

For full details please see the O-Based Guidelines.

### **3-6. LEAVE**

For full details please see the O-Based Guidelines.

### **3-7. MEDICAL BENEFITS**

The Employer will contribute to a medical and hospital plan in accordance with standard practice at the Australian Mission to the UN.

### **3-8. SUPERANNUATION**

The Employee may elect to contribute from 1% to 20% of her annual salary to the Government of Australia Retirement Plan at Post.

The Employer will contribute 5% of the Employee's annual salary to the Post Retirement Plan.

### **3-9 WORKER'S COMPENSATION**

AusAID will ensure that the Employee is enrolled in a worker's compensation scheme that covers the Employee for illness, injury, or injury resulting in death, arising in the course of providing services under this Contract. The insurer shall be Comcare.

AusAID shall not be responsible for any workers' compensation claims, which might arise during engagement under this Contract, or as a result of that engagement. All claims against the insurer shall be a matter for the Employee. However, the Employee will advise AusAID immediately of any dispute that occurs between the Employee and the insurer.

The Employee shall report to AusAID any accident involving injury sustained during normal duty on the Incident Report form, which is available on the AusAID Intranet.

### **3-10 OCCUPATIONAL HEALTH AND SAFETY**

The Employer will provide a safe and clean work environment and all necessary safety equipment for the purposes of the position the Employee holds, as required by the laws of the United States of America and under the Occupational Health and Safety (Commonwealth Employment) Act 1991.

All Employees are required to wear seatbelts when travelling in official vehicles, and to wear helmets on official motorcycles.

Position Description

**AUSTRALIAN MISSION TO THE UNITED NATIONS, NEW YORK****PROGRAM ASSISTANT****DUTIES**

Working closely with the Counsellor (Development) and others in the Australian Mission to the United Nations:

- Maintain effective relationships between Australia and the UN development and humanitarian agencies (particularly UNDP, UNICEF, UNFPA, UNIFEM and UNOCHA).
- Represent the Mission at UN Agency Executive Boards and associated briefings/ meetings. This includes negotiation of decisions.
- Represent the Mission at ECOSOC, UN General Assembly and other UN meetings and events, as required. This includes negotiation of resolutions and outcome documents.
- Assist in the preparation of statements, briefs and reporting on UN development and humanitarian issues including analytical reporting to Canberra.
- Provide and obtain advice for policy and geographic program areas within AusAID, serving as a liaison point between them and New York based UN agencies.
- Coordinate the negotiation of contracts and agreements between AusAID and UN agencies and monitor the implementation of these as required.
- Contribute to policy advice and analysis on development and humanitarian issues.
- Manage financial and administrative aspects of Australia's engagement with the UN development and humanitarian agencies in New York.
- Undertake analytical reporting to Canberra on financial, administrative and policy issues.
- Undertake administrative tasks such as preparation of correspondence and arranging itineraries/ appointments for visiting aid officials to New York and UN officials visiting Canberra.

## ***Code of Conduct for Overseas-Based Employees***

### **Introduction**

AusAID expects the Overseas-Based (Overseas-Based) Employee to observe the same high standard of conduct, probity and integrity as that required of Australian-based (A-Based) Employees.

The AusAID workplace is within the premises of the Australian Mission and the AusAID Office in New York. The Australian Mission is the official workplace of the Australian Government in New York and consequently Australian principles and standards of conduct will apply in the workplace.

The key underlying principles of such conduct for the Overseas-Based Employee is to:

- act in accordance with the local law and applicable Australian law;
- deal equitably, honestly and in a professional manner with both the public and his/her colleagues;
- ensure there is no real or apparent conflict of interest; and
- ensure his/her professional or personal behaviour does not bring AusAID, the Australian Mission or Australia into disrepute.

Please note that attendance at official functions and meetings is included as part of the Overseas-Based Employee's duties and consequently become part of the workplace, where expectations of behaviour and appearance are the same as those expected in the Australian Mission, and AusAID Office.

### **The Overseas-Based Code of Conduct**

The Overseas-Based Code of Conduct covers ten sections. All sections are intended to clarify AusAID's expectations of the Overseas-Based Employee. The Code of Conduct is designed to ensure that a high standard of behaviour and conduct is maintained in the Australian Mission and AusAID Office.

The ten sections of the Code of Conduct are:

1. Behaviour and appearance
2. Integrity and ethics
3. Legal obligations
4. Duty of Care
5. Client Service Standards
6. Confidentiality and disclosure
7. Conflict of interest
8. Giving and receiving of gifts
9. Accountability

## 10. Application and implementation

### **1. Behaviour and Appearance**

The Overseas-Based Employee must at all times behave in a way that upholds the integrity and good reputation of the Australian Government.

This means the Overseas-Based Employee agrees:

- to behave honestly and with integrity in the course of his/her work with AusAID;
- to dress and appear in accordance with standards appropriate to the Overseas-Based Employee's responsibilities;
- not to be under the influence of alcohol, drugs or other prohibited, or performance impairing, substances in the work place;
- not to use his/her official position to improperly influence, or try to influence, colleagues or members of the public by giving them gifts, or by entering into financial or other arrangements with them; and
- to behave in a way that upholds the good reputation of AusAID, the Australian Embassy and the Australian Government when on duty overseas, or away from New York within the United States of America.

The Overseas-Based Employee also understands that the Australian Mission and the AusAID Office are smoke-free work environments.

### **2. Integrity and Ethics**

In the course of his/her duties, the Overseas-Based Employee is required to:

- be fair and impartial;
- give persons likely to be affected by a decision an opportunity to have his/her case fairly considered;
- be prompt; and
- explain the reasons for such action or decisions.

### **3. Legal Obligations**

In the course of his/her duties, the Overseas-Based Employee will at all times act according to local law and applicable Australian law.

The Overseas-Based Employee must not, in the course of his/her work for AusAID, provide false or misleading information in response to a request for information that is made for official purposes.

The Overseas-Based Employee should notify his/her immediate A-based supervisor if he/she receives a summons, subpoena or other legal instruction, which may involve him/her in court proceedings, whether in a private or professional capacity.

The Overseas-Based Employee must not engage in fraudulent conduct involving deceitful or other dishonest conduct, and/or involving acts of omission, or the making of

false statements, orally or in writing, with the object of obtaining money or other benefit from, or of evading liability to, the AusAID, the Australian Mission or the Australian Government.

#### **4. Duty of Care**

The Overseas-Based Employee must use the Australian Mission's and AusAID's resources in a proper manner. The Overseas-Based Employee agrees to:

- be scrupulous in the use of official money and other resources;
- avoid waste or extravagance in the use of AusAID's and the Australian Mission's resources; and
- act responsibly in the care and maintenance of AusAID's and the Australian Mission's property.

The Overseas-Based Employee understands that the property of AusAID and the Australian Mission is to be used for official purposes only, and is to be used efficiently and effectively.

#### **5. Client Service Standards**

The Overseas-Based Employee, when acting in the course of his/her work with AusAID, must treat members of the public and colleagues with respect and courtesy, and without coercion or harassment of any kind. The Overseas-Based Employee is required to:

- treat and deal with members of the public and colleagues equitably and fairly, regardless of their sex, relationship status, ethnicity, age, sexual orientation, disability, religious or political beliefs, or any other similar ground;
- be professional and courteous; and
- provide reasonable assistance to the public and to help them understand their entitlements and their obligations.

#### **6. Confidentiality and Disclosure**

The Overseas-Based Employee must maintain appropriate confidentiality, including about any information obtained during the course of his/her duties.

Official information must not be disclosed to any person unless the Overseas-Based Employee is authorised to do so in the course of his/her duties.

The Overseas-Based Employee must not misuse information obtained in the course of his/her duties, including taking advantage of another person on the basis of information held about the person in official records.

The Overseas-Based Employee is expected to:

- exercise reasonable care in giving written or oral information or advice, and
- take reasonable steps to ensure that the information provided is accurate.

Where there are doubts about the reliability of information this should be checked with a supervisor.

Where the information being given is of an interim or conditional nature, this should be clearly stated.

## **7. Conflict of Interest**

The Overseas-Based Employee must disclose, and take reasonable steps to avoid, any conflict of interest (real or apparent) in connection with his/her work for AusAID. This includes any conflict in relation to any outside employment and/or business activities.

The Overseas-Based Employee must seek the permission of the A-based supervisor (who will then seek the permission of the Head of Mission) before engaging in outside employment.

The A-based employee may not grant permission for the Overseas-Based Employee to engage in outside employment, which is incompatible with the Overseas-Based Employee's work on behalf of AusAID.

The Overseas-Based Employee who has any interest, financial or otherwise, including any interest of family or friends, that could conflict with the proper performance of his/her work, must disclose this interest to his/her supervisor and take whatever action is necessary to avoid that conflict.

## **8. Giving and Receiving Gifts**

Gifts or benefits generally should not be accepted. However, cases should be discussed with the A-based supervisor where not accepting would cause offence that could adversely affect Australia's interests. A gift or benefit can only be accepted with the written approval of the A-based employee.

**If in doubt about whether or not to accept a gift, the matter should be discussed with the Overseas-Based Employee's A-based supervisor.**

A bribe is a gift given or offered made with the intention of influencing the Overseas-Based Employee to take, or not to take, a specific action. The acceptance of a bribe will result in disciplinary action being taken against the Overseas-Based Employee, which may result in the Employee's contract being terminated.

**Money must never be accepted as a gift.**

The Overseas-Based Employee in the course of his/her duties at the Australian Mission or AusAID Office must not promise, offer or give any bribe to colleagues, or to any member of the public, with the aim of influencing a decision, or influencing a colleague, or member of the public to commit misconduct or fraud.

The Overseas-Based Employee must not promise, offer or give any bribe to colleagues connected with management, disbursement or collection of Australian Mission or AusAID Office funds with the intent of:

- influencing a decision or action on any question or matter related to his/her functions, or
- influencing him/her to commit, aid or abet in committing any fraud, or other illegal activity under either local or applicable Australian law.

In particular, an Overseas-Based Employee who is entrusted with the handling of AusAID funds or property **must not**:

- accept any compensation or reward in connection with the performance of his/her work, other than his/her prescribed payment for services and any related entitlements;
- conspire or collude with any other Employee to defraud;
- permit or condone any violation of the law by any Employee;
- wilfully make or sign any false entry on any document or wilfully make or sign any false certificate or return; or
- demand, accept or attempt to collect directly or indirectly, for themselves or others, as payment or gift, any sum of money or other thing of value.

The Overseas-Based Employee **must not** make improper use of:

- information gathered as a result of his/her position, or
- his/her work and position

to gain, or seek to gain, a benefit or advantage for the Overseas-Based Employee, or for any other person. Benefits or advantages include, but are not limited to, the acceptance of gifts, money, sponsored travel, hospitality, accommodation, hire car costs and entertainment, etc.

These restrictions also apply to the families of Overseas-Based Employees, where the gift or benefit is a direct result of the official work of the Overseas-Based Employee.

## **9. Accountability**

The Overseas-Based Employee must comply with any lawful and reasonable direction given by a person in AusAID, or in the Australian Mission, who has the authority to give the direction.

The Overseas-Based Employee is at all times subject to the direction of the Head of Post and the Officer-in-Charge of the section in which the Overseas-Based Employee works.

The relevant A-based or Overseas-Based supervisor has the primary responsibility for ensuring that the required standards of conduct and work performance are met and maintained by the Overseas-Based Employee.

The Overseas-Based Employee must notify his/her supervisor of any absence from duty.

Breaches of this Code of Conduct will be subject to disciplinary action, which may include dismissal, or termination of the contract.

## **10 Application and Implementation**

This Code of Conduct forms part of the conditions of engagement for Overseas-Based Employees. The Code of Conduct must be signed by the Overseas-Based employee to acknowledge that he/she has read, understood and agrees to adhere to it.

It is expected that continued adherence to the Code of Conduct will be reinforced through the use of the standard management tools of communication, feedback and regular work performance assessment.

This Code of Conduct operates in conjunction with, and does not override or supersede, any AusAID specific guidelines.

## **Overseas-Based Employee Performance Planning and Assessment Guidelines**

### **Purpose**

The purpose of these procedures is to provide a disciplined framework for determining the level of performance achieved by an employee over the previous 12-month period for salary increase purposes. These procedures are designed to assist supervisors/managers and staff in using and understanding the Performance Payment and Assessment process.

### **Outcomes**

Following completion of this process where an employee's performance has been assessed as:

- Effective, he/she will receive a salary increase; or
- Adequate, he/she will remain at his/her current pay point; or
- Unsatisfactory, action will be taken in accordance with the Termination clause in the contract.

### **PERFORMANCE PAYMENT ASSESSMENT GUIDELINES**

The assessment of an employee for performance payment purposes must take into account the outcomes of Performance Planning and Review (PPR) discussions with the employee, as well as any feedback provided on the work the employee has undertaken over the preceding 12 months.

Where a supervisor/manager has not supervised the employee for the previous full 12-month period, he/she will need to discuss the employee's performance with the employee's previous supervisor/manager.

Any issues identified during those discussions must be documented and made available to the employee for comment.

### **STEPS TO UNDERTAKE PERFORMANCE PAYMENT ASSESSMENT**

#### **Step 1 – Supervisor/manager to meet with employee**

The supervisor/manager should meet with the employee one month before the salary increase is due. This period allows some time to resolve administrative issues before the payment date. The employee should be advised that the purpose of this meeting is for the supervisor and employee to discuss the employee's performance over the preceding 12-month period. This discussion should include the employee's views on his/her own performance.

Performance should be assessed against key tasks and result areas (identified in earlier discussions, such as PPR planning), consistent with the duty statement relevant to the position and any performance issues raised previously should also be addressed. The overall

assessment should also take into account performance against the key AusAID skills, knowledge and attributes (Table 1) required for the particular role and the consistency with which the employee performs against these expectations.

At the end of the discussion, the supervisor should advise the employee of their performance assessment rating and the effect of the rating on the employee's pay. Definitions of ratings and pay point outcomes can be found in Table 1.

**Table 1 – Definition of performance ratings and performance payment outcomes**

<i>Performance rating</i>	<i>Performance payment outcome</i>
<p><b>Effective performance</b></p> <p>An employee has performed effectively over the previous 12 months when he/she has:</p> <ul style="list-style-type: none"> <li>• <i>achieved the agreed key tasks/result areas; or has met all or almost all of the agreed outcomes, and</i></li> <li>• <i>met (or exceeded) expectations against the identified set of skills, knowledge and attributes required to undertake the role.</i></li> </ul> <p><i>Overall a standard above the minimum expectation has been met for the position.</i></p>	<p><i>Advance one pay point</i></p>
<p><b>Adequate performance</b></p> <p>An employee has performed adequately over the previous 12 months when he/she has:</p> <ul style="list-style-type: none"> <li>• achieved most of the key tasks/result areas; or has met most of the agreed outcomes, and</li> <li>• met expectations against some of the agreed set of skills, knowledge and attributes in undertaking the tasks/result areas, however has failed to meet expectations against at least one of the identified set of skills, knowledge and attributes.</li> </ul> <p><i>Overall a minimum standard has been reached for the position.</i></p>	<p><i>Remain at pay point</i></p>
<p><b>Unsatisfactory performance</b></p> <p>An employee has performed unsatisfactorily over the previous 12 months when he/she has:</p> <ul style="list-style-type: none"> <li>• failed to achieve most of the key tasks/result areas; or has only partially met agreed outcomes, and</li> <li>• not met expectations against the agreed set of skills, knowledge and attributes in undertaking the tasks/results.</li> </ul> <p><i>Overall performance has not met minimum standards for the position.</i></p>	<p>See Termination Clause in Schedule 2</p>

## **Step 2 – Performance payment assessment form**

At the conclusion of the meeting, the supervisor/manager must complete the recommendation section of the Performance Payment Assessment form. Where the assessment on performance in the previous 12-month period is:

- Effective. The Senior A-Based approves for the employee to be granted a salary increase.
- Adequate and the recommendation is for the employee to remain at his/her current pay point - the supervisor/manager must attach written evidence of discussions throughout the period detailing performance expectations and how the employee may improve his/her performance in order to meet the necessary standard for performance payment. The record should be an agreed document signed by both the supervisor/manager and employee. The employee also has the opportunity to provide a statement to attach to the form.
- Unsatisfactory – action is to be taken in accordance with the termination clause in Schedule 2.

In the case of an ‘adequate’ performance rating, the Performance Payment Assessment report should be sent to Program Director in Canberra with the reasons for the recommendation. The reasons must refer to the previous discussions of performance, including those in the PPR context.

If the employee’s performance has only deteriorated recently, the reasons for the inconsistent performance, eg sickness, periods of absence, family problems, etc should be established and taken into account in the final recommendation.

The employee must be provided with a copy of the recommendation and given the opportunity to acknowledge that they have been advised of the performance assessment and recommendation. The employee must be advised that they may write separately to the Senior A-Based person, or if the assessment has been with the Senior A-Based person, then to the Program Director in Canberra, within 7 days of the date of the recommendation, if they do not agree with the recommendation.

## **Step 3 – The Delegate**

In cases where the performance assessment is adequate and it is proposed that the employee remain at his/her current pay point, the Delegate will be the Senior A-Based person at Post, or if the assessment was undertaken by the Senior A-Based person, then the Delegate will be the Program Director.

In cases where the performance assessment is unsatisfactory and pay point regression is recommended, the Delegate will be the Program Director. The Delegate will make a decision as soon as practicable after receiving the recommendation. If the Delegate does not agree with the recommendation, advice may be sought from the Human Resources Section, with a decision to be made by the Branch Head.

#### **Step 4 – Date of Effect**

Where an employee receives a performance payment, the date of effect of the additional payment or regression will be the date that the salary increase was due.

**GUIDELINES FOR THE MANAGEMENT OF OVERSEAS-BASED STAFF**

See attached.