



**AUSTRALIAN EMBASSY, BANGKOK**

**DEPARTMENT OF FOREIGN AFFAIRS AND TRADE**

**FIXED TERM EMPLOYMENT CONTRACT**

This Contract is made between the Australian Embassy, Bangkok (hereafter called 'the Employer') as represented by **Mr xxx**, Counsellor and Consul-General at the Australian Embassy, Bangkok and **Mr xxx** (hereafter called 'the Employee').

This Contract includes the Schedule set out below, the Employment Conditions attached, and the Job Description as set out by the Direct Supervisor. All of which shall hereinafter be referred to as 'the Contract'.

**SCHEDULE**

Position:	Immigration Officer
Position Number:	BK09xxx
Work Level Classification:	LE
Pay point Step:	x
Department:	Department of Home Affairs
Monthly Salary:	xxx Baht <i>Note: Thailand LES Salary Table - July 2025</i>
Date of Commencement:	xxx
Date of Termination:	xxx
Employment Period:	Two years and six months
Probationary Period:	Not applicable
Place of Work:	Australian Embassy in Bangkok

I, xxx, have read and understood the attached Locally Engaged Staff Terms and Conditions (Thailand) – see Appendix.

I acknowledge that upon ceasing employment with the Embassy I have no claims against the Embassy and/or the Consulate-General as set out in the above mentioned Locally Engaged Staff Terms and Conditions (Thailand) (Appendix) to which I hereby give my agreement.

Signature of Employee.....

Signature of Employer.....

Signature of Witness.....

Name of Witness .....  
(Legible handwriting)

Date.....



**Australian Government**  
**Department of Foreign Affairs and Trade**



# **LOCALLY ENGAGED STAFF TERMS & CONDITIONS OF EMPLOYMENT**

THAILAND

2022

## AMENDMENTS

Date of amendment	Section	Summary of change

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s 47E(c), s 47E(d)

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10. GLOSSARY

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# 1. INTRODUCTION

## 1.1 WELCOME

Locally Engaged Staff (LES) form an important part of our workforce and make a significant contribution towards the Australian Government's objective of advancing Australia's national interests. DFAT's overseas network provides foreign, trade and development policy advice to the Australian Government. We deliver government programs and services overseas and work with other government agencies to ensure that Australia's pursuit of its global, regional and bilateral interests is coordinated effectively. As a LES member, you play a key role in support of the functions of Australia's overseas posts and we welcome you on-board.

## 1.2 SCOPE

This document is known as the '**Locally Engaged Staff Terms and Conditions of Employment – Thailand 2022**'. It outlines the terms and conditions that govern your employment with Australia's overseas posts in Thailand. It applies to all LES engaged by the following posts, unless otherwise specified:

- Australian Embassy Bangkok (including Hellfire Pass Interpretive Centre, Kanchanaburi);
- Australian Consulate-General Phuket

These locations are collectively referred to as a "post" throughout this document.

These terms and conditions replace and supersede in their entirety the Locally Engaged Staff Terms and Conditions of Employment – Thailand 2017 - 2020. Any previous version(s) and any prior arrangements, undertakings or obligations, written or verbal, are hereby replaced.

These terms and conditions do not extend to LES engaged by Austrade, nor do they apply to contractors and third-party service providers who are not considered to be LES. Domestic staff employed by the Head of Mission (HOM)/Head of Post (HOP) and non-HOM/HOP Senior Executive Service (SES) officers are not subject to these terms and conditions.

## 1.3 DATE OF EFFECT

This document is effective from 01 June 2022 and will continue to apply until it is replaced by a new Terms and Conditions document.

## 1.4 VARIATION

The post reserves the right to vary or extend these terms and conditions at any time as a result of changes to Thailand's Labour Protection Act or other relevant legislation that covers the protection of workers or operational requirements. Any variations will be made in consultation with post management and relevant Agency Heads.

Such changes may include, but are not limited to:

- changes of a structural or technological nature;
- changes in methods of operation;
- changes to operational hours; or
- any changes that are likely to lead to the redundancy of positions held by employees.

## 1.5 POLICIES AND PROCEDURES

The LES Human Resources Manual (LES HRM), and any other policies or guidelines, as amended from time to time, referred to in this document are not incorporated into and do not form part of these terms and conditions.

If there is any inconsistency between the LES HRM, or other policies or guidelines and this document, the express terms of this document will prevail to the extent of any inconsistency unless contrary to legislation or common law.

Where particular conditions of employment are absent from this document, local labour law will apply.

Agency-specific policies and procedures pertaining to employment matters do not form part of this document.

## 1.6 DELEGATION TO SET TERMS & CONDITIONS

The delegation (authority) to approve and/or amend these terms and conditions is outlined in the Secretary's Instrument of Delegation.

## 1.7 CONSULTATIVE ARRANGEMENTS

Post management will consult with the LES Consultative Committee (LESCC) about proposed changes to these terms and conditions and will provide an opportunity for employees to express their views before a final decision is made to implement a change.

## 1.8 FURTHER INFORMATION

This document has been designed to provide you with easy access to all of the information you need about your terms and conditions of employment as a LES member. Should you dispute the interpretation of a term or condition of employment or require clarification or additional information about any aspect of your employment, please contact your supervisor or the Senior Administrative Officer (SAO) or relevant Agency Head in the first instance. Staff may also wish to bring the issue to the attention of the LESCC for advice and support.

## 2. LES EMPLOYMENT FRAMEWORK

### 2.1 EMPLOYMENT FRAMEWORK

In accordance with the *Prime Minister's Directive: Guidelines for the Management of the Australian Government Presence Overseas*, DFAT is the lead agency managing the Australian Government's international presence. Each individual post is the legal employer responsible for the employment arrangements of the LES engaged in each location in Thailand (excluding those LES engaged by Austrade).

### 2.2 ENGAGEMENT OF LES

LES are employed under local labour law as it applies to diplomatic and consular missions, as prescribed by the Vienna Conventions on Diplomatic and Consular Relations. The official delegation (authority) to engage LES at the post is outlined in the Secretary's Instrument of Delegation.

### 2.3 TYPES OF LES EMPLOYMENT

LES may be engaged in one of the following categories:

Category	Description
Ongoing (permanent)	Engaged without a specified end date May work full-time or part-time hours
Fixed Long-Term Contract/Non-ongoing (fixed-term)	Engaged for a specified term or task, up to a maximum continuous period of two years and six months. May work full-time or part-time hours
Fixed Short-Term Contract/Non-ongoing (casual)	Engaged to perform duties that are irregular or intermittent for a finite period of time May work ad hoc hours, up to a maximum of 12 continuous months
Temporary	Engaged on a temporary basis directly from the post's Temporary Employment Register on a non-ongoing (fixed-term or casual) basis, up to a maximum of three continuous months

#### Part-time employees

Remuneration and the range of benefits outlined in this document are calculated on a pro-rata basis for employees who have been approved to work part-time hours, unless otherwise specified.

## Employees engaged on an hourly basis

Non-ongoing (casual) and temporary (fixed-term or casual) employees engaged on an hourly basis receive a loading in lieu of the full range of benefits outlined in this document and are not entitled to the following provisions:

- paid leave, health insurance, excess duty, 13<sup>th</sup> month payment, flex-time and separation benefits.

LES engaged on an hourly basis should refer to their individual employment contract for specific entitlement provisions.

## 2.4 LES EMPLOYMENT CONTRACTS

Post management will determine the type of employment contract offered for each LES position and all employment contracts must be signed before an employee commences duty.

To avoid doubt and without prejudice to any rights the parties may have under the employment contract, the employee acknowledges that upon the expiration of a non-ongoing (fixed-term or casual) employment contract the post 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. Any renewal of a non-ongoing or temporary employment contract is at the discretion of the post and further employment should not be assumed.

## 2.5 CONTRACT VARIATIONS

Your employment contract may be amended to reflect changes in employment arrangements, in accordance with the terms of the employment contract and local labour law (where practicable). Supervisors will discuss contract variations with you at least five working days before the proposed variation date.

If a non-ongoing (fixed-term) employee applies for and is successful in obtaining a position at a higher WLS classification, their current contract will be terminated and accrued separation benefits paid out in accordance with the [separation entitlements](#) section. A new fixed-term contract of 2.5 years with the option of renewal will be offered. The employee may elect to have leave accruals carried forward in their new contract.

## 2.6 INTERNAL TRANSFERS

Post management may re-allocate employees to different positions and sections within the agency as well as inter-agency, if required, in order to meet the work priorities of the post. Transfers will occur after appropriate consultation with the affected employee, the appropriate Agency Head and approval by post management.

Transfers will be to positions that require the same or similar skills of the transferring employee. The affected employee will be transferred at their existing level of remuneration and WLS pay point. A transfer to a different position, section or agency is considered to be an internal transfer and does not require the resignation and re-engagement of the employee or affect accrued entitlements.

If you are transferred to another position you shall be notified in writing, no less than five working days prior to the transfer date.

## 2.7 LES CODE OF CONDUCT

The LES Code of Conduct of Thailand forms part of your conditions of employment. You are required to sign an acknowledgement upon commencement that you accept and will adhere to the LES Code of Conduct. You must maintain conduct consistent with the LES Code of Conduct as a condition of employment and should review the LES Code of Conduct regularly.

Alleged misconduct will be investigated formally and if you are found to have breached the Code of Conduct, you will be subject to disciplinary action, including possible suspension and/or dismissal in accordance with local labour law.

## 3. PRE-CONDITIONS OF EMPLOYMENT

### 3.1 PRE-EMPLOYMENT MEDICAL CLEARANCE

Your employment may be subject to a satisfactory medical clearance to establish fitness for duty and your ability to perform the duties in which you will be engaged. Medical examinations will be conducted, where possible, by a post-designated physician and the cost will be covered by the relevant agency.

### 3.2 PROBITY CHECKS, SECURITY CLEARANCES AND IDENTIFICATION

A probity check and/or Australian Government security clearance may be required as a pre-condition of your employment, and revalidation reviews may need to be undertaken on a periodic basis. A satisfactory police check is normally required for all employees prior to commencement. False statements made by an employee relating to the security clearance or probity check will be deemed to be a violation of the LES Code of Conduct. If an employee is unsuccessful in obtaining a security or probity clearance, or if the clearance is not maintained, employment may be terminated.

Security cleared employees should also refer to the DFAT security manual for requirements surrounding notification of planned travel and changes to personal circumstances.

### 3.3 NON-NATIONAL (EXPATRIATE) EMPLOYEES – VISAS

For all Australian or other non-host country national LES, your employment is conditional on the relevant local authorities granting permission for you to enter and remain in the host country to work for the post. It is your responsibility to obtain the relevant documents and ensure compliance within immigration regulations relating to your employment and you are required to provide proof of your valid work authorisation to post management upon commencement.

If such permission to remain in Thailand is not provided, or is refused or revoked or otherwise not renewed, your employment will be terminated in accordance with local labour law and the post will only be obliged to pay any compensation or similar payment in respect of such termination in accordance with labour laws of Thailand, where applicable. All costs associated with your relocation to and stay in Thailand, including visa fees, are your personal responsibility. The post will provide limited administrative assistance with the lodgement of your Thai visa and work permit through the relevant authorities where required. The post is unable to assist with visa matters in relation to your spouse/partner or family members.

## 3.4 PROBATION

The engagement of all new ongoing (permanent) and non-ongoing (fixed-term) LES is subject to the satisfactory completion of a probationary period of three months, a satisfactory medical and police/security check and the completion of all mandatory training. There is no probationary period for non-ongoing (casual) or temporary employees. During the probationary period, the delegate may terminate your employment at any time (see [Termination during probation](#)).

## 3.5 FITNESS FOR DUTY

In certain cases, post management may require medical information to assist you to manage a medical condition in the workplace. Post management in consultation with the Agency Head may direct you, by written notice, to undertake an independent medical examination to identify your fitness for duty.

You may be directed to undertake a fitness for duty appointment where:

- you have been absent from work due to illness or injury for an extended period of time;
- you return to work after being absent due to illness or injury and post management considers that you may not be fit to return to work;
- you are absent from work for health reasons and there are concerns that a return to work may expose you to further health risks;
- a supervisor considers that your health may be affecting your work performance;
- you are considered by post management to be a danger to yourself or others;
- you may have been exposed to an infectious disease or harmful substances during the course of your official duties;
- you seek to reduce your hours of employment due to health reasons;
- an assessment needs to be made regarding your ability to participate in a return to work program;
- medical advice indicates a total and permanent incapacity; or
- post management wishes to obtain supporting medical evidence in addition to that provided by you when seeking personal leave.

Your agency may have additional 'fitness for duty' requirements which apply and you should seek guidance from your Agency Head as required.

## 4. REMUNERATION & BENEFITS

The LES total remuneration package is comprised of salary and benefits as outlined in these terms and conditions and is based on comparability with local employers, conformity to local law and the post's operational requirements.

### 4.1 RATE OF SALARY

The work level standard (WLS) classification (LE1 to LE8) assigned to your position determines your rate of salary in accordance with the post's salary table.

Rates of pay for employees engaged by the hour will be specified in individual employment contracts.

### 4.2 PAYMENT OF SALARY

Your salary and any related payments are paid monthly directly to your nominated local personal bank account in accordance with the post's payment procedures.

All payments are calculated and paid in Thai Baht (THB).

### 4.3 OVERPAYMENT OF SALARY

Any overpayment of salary or related benefits paid to you under these terms and conditions is repayable as soon as practicable, subject to reasonable arrangements being agreed between you and post management.

### 4.4 13<sup>TH</sup> MONTH PAYMENT

Ongoing (permanent) and non-ongoing (fixed-term) employees will receive one (1) additional month's salary in December each year. A pro-rata payment will be made to employees with less than 12 months service.

Employees engaged on an hourly basis are not eligible to receive the 13<sup>th</sup> month payment as their hourly rate of pay includes a loading in lieu of such a payment.

## 4.5 REMUNERATION REVIEWS

Remuneration reviews take a total package approach whereby LES salary and benefits are reviewed centrally by DFAT in Canberra. Reviews are conducted in accordance with the methodology outlined in the LES HRM.

Annual salary increases should not be assumed. Any salary increase needs to be accommodated and sustained within agencies' operating and out year budgets and be approved by the DFAT delegate in consultation with post management and relevant Agency Heads.

An employee whose salary is higher than their WLS salary range will not receive an increase through the remuneration review process.

s 47E(c), s 47E(d)

## 4.7 SUPERANNUATION GUARANTEE CONTRIBUTIONS

For Australian residents for taxation purposes:

The post is required to make Superannuation Guarantee Contributions (SGC) to a complying superannuation fund on behalf of LES who are considered by the Australian Taxation Office (ATO) to be Australian residents for taxation purposes. Further guidance is available in the LES HRM.

## 4.8 WORKERS' COMPENSATION

The post will arrange and maintain workers' compensation coverage for all employees who are injured, or who contract a work-related illness in the course of their employment. In accordance with local law, LES are enrolled in the Thailand Government Workers' Compensation Fund. Further information can be provided by post management.

## 4.9 HEALTH INSURANCE

Ongoing (permanent) and non-ongoing (fixed-term) employees are covered by a health insurance scheme selected by the post.

The scheme provides medical coverage and employees may elect to have their eligible dependants (as defined in the glossary) enrolled in the scheme.

Full details of the scheme are available from post management. These arrangements will be reviewed periodically and the provider may be subject to change.

Members of the scheme will conform to the accepted guidelines of the fund, including prompt payment of any charges above entitlements, otherwise membership may be withdrawn. The post will have no further responsibility for costs associated with the use of the health fund, such as costs in excess of the set limits of the policy or costs that otherwise fall outside the scope of the policy.

A LES member who is the spouse of an APS employee will not be eligible for coverage under the health insurance policy as other arrangements exist for their health care.

LES engaged on an hourly basis are not entitled to receive health insurance as outlined above.

## 5. HOURS OF WORK

### 5.1 HOURS OF WORK

The standard hours of work for the post are as follows:

Five days per week	Monday to Friday
Hours per week	37 hours and 30 minutes
Hours per day	7 hours and 30 minutes
Standard Start time	08:00
Lunch break	One hour between 12:00 & 14:00 You are required to take an unpaid break of not less than one hour per day after you have been working consecutively for more than 5 hours.
Standard Finish time	16:30

These hours of work may be changed at post management's discretion by advance notice in writing.

Subject to approval from post management, you may be engaged to work a range of hours within the post's working hours' bandwidth as outlined below and under section 5.2 (Flexible Work Arrangements).

**Full-time hours:** full standard hours of work set for the post

**Part-time hours:** agreement to work less than standard hours of work set for the post

**Casual hours:** as agreed with post management

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

## 6. LEAVE

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

## 7. RETIREMENT, RESIGNATION AND TERMINATION OF EMPLOYMENT

This section refers to your separation from the post upon cessation of employment and specifies the entitlements that apply. Employees should adhere to required notice periods and notify the post as far in advance as possible of their intention to cease employment with the post.

### 7.1 RETIREMENT

The retirement age for employees is 60 years of age.

Ongoing (permanent) employees will be required to retire on the first working day following their 60<sup>th</sup> birthday.

Non-ongoing (fixed-term and casual) employees eligible to retire may work until the conclusion of their employment contract.

Options to continue employment beyond the stipulated retirement age may be considered by post management on a case-by-case basis, but further employment should not be assumed and will be subject to compliance with local labour law and the employee being medically fit to work.

Employees wishing to retire should provide at least four weeks' notice in writing to post management.

The [separation entitlements](#) section outlines the entitlements that apply upon retirement.

### 7.2 RESIGNATION

You may voluntarily resign from the post at any time by providing four weeks' notice in writing to post management. In certain circumstances, post management may consider a shorter period of notice.

The [separation entitlements](#) section outlines the entitlements that apply upon resignation.

### 7.3 EXPIRY OF EMPLOYMENT CONTRACTS

Non-ongoing (fixed-term and casual) and temporary employment contracts automatically terminate upon expiration of the contract. Renewal of a non-ongoing employment contract after this time is at the discretion of post management and further employment should not be assumed.

Termination benefits will be paid in accordance with the [separation entitlements](#) section to mark the formal termination of the contract, even if the employee is to continue to work for the post. Should a new employment contract be offered, unused annual and sick leave credits may be carried forward into the new contract.

## 7.4 TERMINATION OF EMPLOYMENT

### Delegation

The official delegation (authority) to terminate the employment of LES at the post is outlined in the Secretary's Instrument of Delegation.

### Termination during probation

In accordance with local labour law, the delegate may terminate your employment at any time during the probationary period by providing four weeks' notice or payment in lieu thereof. You will receive salary entitlements owing until the termination date, and any applicable severance as outlined in the [separation entitlements](#) section.

The probationary period is included in your length of service for the purpose of calculating accrued benefits and entitlements.

### Grounds for termination of employment

Termination of employment may occur in (but is not limited to) the following circumstances:

- where an employee is excess to the requirements of the post (see clause 7.5 Redundancy)
- where the employee contravenes, or is in gross or serious breach of the LES Code of Conduct and/or the criminal laws of Thailand (see clause titled "Misconduct (dismissal/early involuntary termination)" below)
- lack or loss of an essential qualification or condition of employment
- non-performance or unsatisfactory performance of duties
- inability to perform duties because of physical or mental incapacity
- where the employee abandons their position for more than three consecutive days without approval (see clause 6.2 Unauthorised absences)

The [separation entitlements](#) section outlines the periods of notice that will apply in the event a LES member's employment is terminated.

### Misconduct (dismissal/early involuntary termination)

In accordance with local labour law, the post may unilaterally terminate your employment if you behave in a manner which, in the reasonable opinion of the post, contravenes either the LES Code of Conduct, the criminal laws of Thailand or any other lawful and reasonable direction given to you by your employer or your employer's representative.

This includes:

- dishonesty in your duties;
- intentionally committing a criminal act against the post;
- intentionally causing damage to the post;
- acting negligently and causing serious damage to the post;
- abandonment of your duties for three (3) consecutive days, whether or not there is a holiday intervening in such period, without justifiable reasons; and/or
- being adjudicated to be imprisoned by a final judgment, if the offense arises out of negligent acts or petty offenses, that causes the post to suffer damage and violates the LES Code of Conduct or legitimate instructions of the post.

Where employment is terminated under this provision, you may be subject to instant dismissal without payment of salary in lieu of notice. All other accrued entitlements will be paid in accordance with local labour law.

## 7.5 REDUNDANCY

Non-probationary ongoing (permanent) employees may be made redundant if the position they occupy becomes excess to the requirements of the post and is abolished, redesigned or reclassified.

An employee is excess if:

- the duties they perform are no longer necessary for the efficient and economical working of the post;
- the services of the employee cannot be effectively used because of technological or other changes in the work methods of the post or structural or other changes in the nature, extent or organisation of the functions of the post; or
- the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the new locality and no suitable alternative duties can be identified at the current locality.

This includes where a position is reclassified, where a position is no longer funded or where the duties performed are substantially changed such that the employee is no longer qualified to perform the role.

### Redeployment

If you are made redundant because the position you hold has been abolished, the post will investigate the possibility of redeploying you to a similar vacant position at the same level or at a lower classification.

If you are made redundant because the position you hold has been modified or reclassified to a higher or lower WLS classification, your original position becomes redundant and the new position must be advertised. You will be encouraged to apply for the advertised position where appropriate.

If you accept an offer of redeployment at a lower classification, your salary will be reduced at the time of redeployment to the highest pay point of the lower classification (e.g. from a LE4.2 to a LE3.5).

If you cannot be redeployed, are unwilling to accept a position at a lower classification (and salary), or are unsuccessful in securing the newly advertised position, redundancy action will be initiated and you will be entitled to a termination payment as specified in the [separation entitlements](#) section.

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

## 7.7 DEATH OF AN EMPLOYEE

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

## 7.8 RECOVERY OF DEBTS ON CESSATION OF EMPLOYMENT

Upon cessation of employment, if you owe money to the post, or a debt arises, post management reserves the right to deduct the amount of the debt from any monies you are owed or become entitled to.

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

s 47E(c), s 47E(d)

## 10. GLOSSARY

Term	Definition
“agreed hours”	the hours of work agreed within the post’s working hours’ bandwidth. May be on a full-time, part-time or casual basis
“Agency”	the departments or agencies of the Government of Australia which have representation at the post
“Agency Head”	the most senior representative of the agency, either at the post or in Canberra, or their nominated delegate
“APS employee”	Australian Public Service employee, engaged under section 22 of the <i>Public Service Act 1999</i>
“Australian Embassy / Consulate-General”	the official diplomatic offices for the Government of Australia representation in Thailand
“days”	unless otherwise specified are calendar days
“DFAT”	the Department of Foreign Affairs and Trade
“delegate”	the position-holder appointed with the official delegation under section 74 of the <i>Public Service Act 1999</i> to approve an action or request. This may be on behalf of an agency and may be held at the post or in Canberra
“dependant”	For the purposes of health insurance: <ul style="list-style-type: none"> <li>- recognised spouse or de facto partner (irrespective of gender or gender identity) of the employee</li> <li>- a child (including an adopted child, a step child, a foster child or an ex-nuptial child) of the employee or their recognised spouse or de facto partner who is dependent on the employee, ordinarily lives with the employee and is less than 18 years of age</li> </ul>
“employee”	a person engaged overseas by the delegate under section 74 of the <i>Public Service Act 1999</i> to perform work at the Australian Embassy/Consulate-General in Thailand irrespective of citizenship or residency including as an ongoing or non-ongoing (fixed-term, casual or temporary) employee
“employer”	the Australian High Commission Bangkok and the Australian-Consulate General Phuket
“employment contract”	the legal document establishing the contract of service between the Australian Embassy/Consulate-General and the individual LES
“HOM”	Head of Mission (Ambassador Bangkok)
“HOP”	Head of Post (Consul-General, Phuket)
“immediate family”	<ul style="list-style-type: none"> <li>- recognised spouse or de facto partner (irrespective of gender or gender identity) of the employee;</li> <li>- child (including an adopted child, a step child, a foster child or an ex-nuptial child) of the employee or employee’s recognised spouse or de factor partner;</li> </ul>

	- parent or step parent of the employee or the employee's recognised 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; or any other person as deemed appropriate by post management
"LES"	Locally Engaged Staff see also "employee"
"LESCC"	Locally Engaged Staff Consultative Committee. A group of employees with representatives from each agency. The LESCC meets as required, normally every two months, to discuss matters relating to local staff
"local labour law"	the Thailand legislation that covers the protection and rights of employees, namely (but not exclusively limited to) the Labour Protection Act B.E 2541 (A.D 1998) including amendments
"month"	a calendar month unless otherwise specified
"pay point"	the salary point within the salary range for a classification level which is the substantive salary payable to an employee
"post"	the Australian Embassy Bangkok and the Australian Consulate-General Phuket
"post management"	consists of the HOM/HOP and the SAO. In personnel matters, post management is represented by the SAO
"SAO"	the Senior Administrative Officer of DFAT (Consul-General, Bangkok)
"SES"	Senior Executive Service officers of DFAT
"settlement period"	means four weeks
"supervisor"	an employee or agency representative with the responsibility for managing or supervising employees
"week"	is a calendar week unless otherwise specified
"WLS"	the work level standard used to classify positions
"year"	is a calendar year unless otherwise specified



