



"Providing the right Overseas Talent to Australia"

Summary of Client Sponsorship Undertakings for the employment of Filipino workers on an Australian 457 Visa

FLB Overseas (Australia) Pty Ltd is not an Immigration Agent and therefore refers all their clients to an Australian immigration service provided by experienced Australian agents resident in Manila. The following checklist has been provided to FLB Australia by these Agents as a guide to the documentation that is required by them to facilitate the submission of a 457 Visa Sponsorship Application to the Australian Government.

**Sponsorship responsibilities of the Employer commence on the granting of a 457 Visa by the Australian Department of Immigration and Citizenship (DIAC).
Responsibilities of the employer cease when either the Employer's Sponsorship Term expires, or any individual Visa Term expires.**

CHECKLIST OF RESPONSIBILITIES OF A SPONSORING BUSINESS

- 1. Cover the return cost of travel to Philippines (paid by the Sponsor).**
- 2. Comply with Australian Immigration Laws, including;**
 - (a) notify DIAC of any change in circumstances that may affect the Business's ability to honour its sponsorship undertakings,
 - (b) notify DIAC of any change of information or location that may affect the approval of an any employee's nomination,
 - (c) cooperate with DIAC's monitoring of the business in relation to sponsored persons,
 - (d) notify DIAC within 5 working days after a sponsored person ceases to be employed by the business.
- 3. Comply with Australian laws relating to workplace relations that are applicable to the business, and that the sponsored person signs a Master Employment Contract (MEC), or an equivalent workplace agreement including the minimum terms of the MEC as required by the Philippines Overseas Employment Agency (POEA) and specified below.**
- 4. Ensure that the sponsored person holds any licenses, registrations, or memberships that are mandatory for the performance of work by the person.**
- 5. Ensure that, if there is a gazetted minimum salary in force in relation to the nominated position occupied by the sponsored person, the person will be paid at least that salary.**
- 6. Pay all medical and hospital expenses for a sponsored person arising from the treatment administered in a public hospital (other than expenses that are met by health insurance or reciprocal health care arrangements).**

7. **Make required Australian 9% superannuation contributions for the sponsored person whilst employed by the business.**
8. **Reimburse any costs incurred by the Commonwealth of Australia in relation to a sponsored person for costs that may result from such areas as (but not limited to);**
- (a) locating a sponsored person in the event of them going missing,
 - (b) detaining or incarcerating a sponsored person for any reason,
 - (c) removing a sponsored person from Australia, or
 - (d) processing any application for a protection visa by a sponsored person.
9. **Sign a “Special Power of Attorney” authorising FLB Overseas to represent the Sponsoring Business in the Philippines in relation to any matters concerning the recruitment and employment of Filipino workers into the Sponsoring Business.**
10. **Ensure that a sponsored person signs a Master Employment Contract (MEC), or an equivalent workplace agreement that includes the following minimum conditions as required by the Philippines Overseas Employment Agency (POEA).**

◆ Contract to be effective no later than 7 days of the arrival of the sponsored person in Australia	◆ Payment of a minimum monthly gross salary of AUD\$3,488
◆ Contract to include a 3-month probation period	◆ Minimum working hours of 38 per week.
◆ Payment of arrival transportation to a place of residence near to the worksite.	◆ Assistance to sponsored person in the locating of suitable and comfortable shared accommodation.
◆ In the even of death under any circumstances, the cost of repatriation of remains and personal belongings are at the expense of the sponsor.	◆ Cost of general medical and health insurance (not covered by the Australian public health system) are to be borne by the sponsored person.
◆ Payment of return airfare to the Philippines by the sponsor due to (a) expiration of contract, (b) termination by employer without just cause, (c) incapacity to work due to work-connected injury or illness, or (d) contract termination through no fault of the sponsored employee.	◆ The sponsoring employer shall permit and arrange for the remittance of a portion of employee’s salary to their own bank account in the Philippines via normal banking channels.
◆ Termination of Contract by Employer. (a) Permitted due to retrenchments to prevent losses. One month notice or one month salary. (b) Permitted in cases of serious misconduct, wilful disobedience, habitual neglect of duties, absenteeism, insubordination, revealing of company secrets, violating customs or traditions or laws of Australia, and/or terms of the contract. Written notice is required.	◆ Termination of Contract by Employee. (a) Permitted due to serious insult, inhuman or unbearable treatment by Sponsor. (b) Permitted due to subhuman working or living conditions. (c) Failure on behalf of Sponsor to pay agreed wages or salaries. (d) Permitted in cases of crime or criminal offence against the employee by the Sponsor. (e) Violation of any terms and conditions of the contract. Written notice is required.
◆ All claims and complaints to be settled in accordance with Company policies, with any contested decisions being referred to the Labour Attache of the Philippines Embassy.	◆ Pertinent laws of Australia shall govern all terms and conditions of employment and are therefore incorporated into the employment contract.