



# Australia Post Enterprise Agreement 2017

Part of Tomorrow





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# Agreed Terms

## 1 Title

- 1.1** This Agreement will be known as the Australia Post Enterprise Agreement 2017 and referred to as EA2017.
- 1.2** This Agreement will operate in conjunction with determinations made from time to time under section 89 of the APC Act. For the avoidance of doubt, the determinations made under section 89 are not incorporated in this Agreement unless specifically included.
- 1.3** Where a determination is inconsistent with the provisions of this Agreement, the latter will prevail.

## 2 Application, duration and scope

### 2.1 Coverage of the Agreement

- 2.1.1 This Agreement is made under Part 2-4 of the FW Act and covers:
  - (a) Australia Post;
  - (b) all employees of Australia Post employed in classifications set out in Attachment A; and
  - (c) Unions as defined in clause 46.12.

### 2.2 Duration of the Agreement

- 2.2.1 The Agreement will come into effect seven days after approval by the FWC.
- 2.2.2 The nominal expiry date of the Agreement will be three years from the date on which the Agreement comes into operation.

### 2.3 Interaction with the National Employment Standards

This Agreement is not intended to exclude any part of the National Employment Standards (NES) or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.

## 3 Work health and safety

**3.1** The Parties are committed to achieving and maintaining healthy and safe working conditions in all Australia Post workplaces by abiding by relevant work health and safety legislation. This clause 3 is not intended to confer rights and obligations outside the *Safety, Rehabilitation and Compensation Act 1988* (Cth), the WHS Act and associated legislation or processes, nor is it intended to allow right of entry to workplaces outside the FW Act.

**3.2** This commitment also imposes an obligation on Australia Post to consult with the Union on work health and safety issues affecting their members.

Consultation with the Union will take place in accordance with the requirements of the WHS Act, and procedures relating to Designated Work Groups, Health and Safety Representatives and Health and Safety Committees.

## 4 Anti-discrimination

**4.1** The Parties to this Agreement intend to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

**4.2** Accordingly, in fulfilling their obligations under the dispute resolution clause, the Parties will make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

**4.3** Nothing in this clause is to be taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination in any federal jurisdiction, including by application to the Australian Human Rights Commission; or
- (c) conduct that would be covered by the exemptions in section 351(2) of the FW Act.

## 5 Agreement flexibility

- 5.1** Notwithstanding any other provision of this Agreement, Australia Post and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Australia Post and the individual employee (Flexibility Agreement). The terms Australia Post and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 5.2** Australia Post and the individual employee must have genuinely made the Flexibility Agreement without coercion or duress.
- 5.3** The Flexibility Agreement between Australia Post and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 5.1; and
  - (b) result in the employee being better off overall than the employee would have been if no individual Flexibility Agreement had been agreed to;
  - (c) be about matters that would be permitted matters if the Flexibility Agreement were an enterprise agreement;
  - (d) not include a term that would be an unlawful term if the Flexibility Agreement were an enterprise agreement.
- 5.4** The Flexibility Agreement between Australia Post and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by Australia Post and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this Agreement that Australia Post and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between Australia Post and the individual employee;
  - (d) detail how the Flexibility Agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 5.5** Australia Post must give the individual employee a copy of the Flexibility Agreement within 14 days of it being agreed to and keep the agreement as a time and wages record.
- 5.6** Except as provided in clause 5.4(a) the Flexibility Agreement must not require the approval or consent of a person other than Australia Post and the individual employee.
- 5.7** The employee may be accompanied by a person of their choice, including a union representative, in meeting and conferring with Australia Post about entering into a Flexibility Agreement.
- 5.8** If Australia Post seeks to enter into a Flexibility Agreement it must provide a written proposal to the employee. Where the employee's understanding of written English is limited Australia Post must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 5.9** A Flexibility Agreement may be terminated:
- (a) by Australia Post or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between Australia Post and the individual employee.
- 5.10** The right to make a Flexibility Agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Australia Post and an individual employee contained in any other term of this Agreement.

## 6 Index of facilitative provisions

### 6.1 Agreement to Vary Operation of Provisions

- 6.1.1 This Agreement contains facilitative provisions which allow agreement to be reached between Australia Post and employees on how specific provisions are to apply at the workplace or enterprise level. The facilitative provisions are identified in clauses 6.2.1 and 6.3.1.
- 6.1.2 The specific provisions establish both the standard conditions and the framework within which agreement can be reached as to how the particular provision should be applied in practice.
- 6.1.3 Facilitative provisions are not to be used as a device to avoid obligations nor should they result in unfairness to an employee or employees covered by this Agreement. Employees are not to be coerced to reach agreement on facilitative provisions.
- 6.1.4 Where relevant circumstances change, any party involved can review the arrangements established under these facilitative provisions, and can, subject to an appropriate period of notice, withdraw their agreement.

### 6.2 Facilitation by Individual Agreement

- 6.2.1 The following facilitative provisions can be utilised upon agreement between Australia Post and an employee provided that the agreement complies with clauses 6.2.2, 6.2.3 and 6.2.4.

Subject Matter	Clause Number
Hours of Duty	16.4
Notice of Reduction in Hours – Part-time Employees	16.5.3
Hours of Duty – Make Up Time	16.8
Hours of Duty – Meal Break	16.9
Overtime – Time Off instead of Payment	17.2
Substitution of Public Holidays by Agreement	29.4

- 6.2.2 The agreement reached must be recorded in the time and wages records kept by Australia Post in accordance with Part 3–6 of the *Fair Work Regulations 2009* (Cth).

- 6.2.3 The employee may be accompanied by a person of their choice including a union representative in meeting and conferring with Australia Post about the implementation of the facilitative provisions.

- 6.2.4 At the request of an employee, a Union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision for one or more of its members. Union involvement does not mean that the consent of the Union is required prior to the introduction of agreed facilitative arrangements.

### 6.3 Facilitation by Majority Agreement

- 6.3.1 The following facilitative provisions can be utilised upon agreement between Australia Post and the majority of employees in the workplace or part of it provided that the agreement complies with clauses 6.2.2, 6.2.3 and 6.2.4. Unions with members employed in the workplace or part of it, shall be informed of the intention to use the facilitative provisions.

Subject Matter	Clause Number
Hours of Duty – Meal Break – Technical Employees	16.3.5
Hours of Duty	16.4
Hours of Duty – Meal Break	16.9

## 7 Categories of employees

### 7.1 General

7.1.1 Employees will be employed in one of the following categories:

- (a) permanent employee; or
- (b) fixed term employee; or
- (c) casual employee.

7.1.2 The engagement of an employee is subject to the person satisfying the prescribed medical assessments as to health and physical fitness and meeting the prescribed character checks.

7.1.3 An employee in category 7.1.1(a) and 7.1.1(b) can be employed on a full-time or part-time basis.

7.1.4 A part-time employee is an employee who works less than fulltime hours of 36.75 hours per week or an average of those hours.

7.1.5 At the time of engagement, Australia Post will inform each employee in writing of the terms of their engagement, including:

- (a) type of employment;
- (b) whether a probationary period applies and, if so, the expected duration of the period and the maximum duration of the period;
- (c) if the person is engaged as a fixed term employee, the project or task in relation to which the person has been engaged and/or the duration of the engagement; and
- (d) list of the main instruments governing the terms and conditions of employment.

### 7.2 Permanent Employees

7.2.1 A person engaged as a permanent employee will be on probation for a period of three months. Prior to the expiry of the probationary period, the employment will be confirmed or terminated. This clause is not intended to affect the minimum employment period under section 383 of the FW Act.

7.2.2 An employee on probation must be given one week's notice of termination or payment in lieu thereof. The period of notice in this clause does not apply in the case of termination for serious and wilful misconduct.

7.2.3 Australia Post's staffing resources at facility level will continue to comprise of predominantly permanent employees (full and part-time), with a fair and reasonable utilisation of overtime and extended hours for business fluctuations above required staff establishment levels.

7.2.4 Australia Post recognises the value of its permanent workforce and is committed to providing full-time permanent employment as the preferred option. Where the flow of work provides that work can be effectively and efficiently organised around full-time options then full time employment should apply. Where there is an on-going need that cannot be filled in this way the preferred option is permanent part-time work.

7.2.5 A full-time position would only be considered for abolition and replacement with part-time positions where:

- (a) there is a genuine need subject to clause 7.2.4 above; and
- (b) where the position is vacant, unless the position is being abolished consistent with the RRR Agreement on the basis that it is no longer required.

7.2.6 Notwithstanding clause 7.2.5(b) above, where clause 7.2.5(a) applies an employee may agree to convert to part-time.

7.2.7 Priority will be given to permanent part-time employees when applying for permanent full-time vacancies in accordance with agreed guidelines.

### 7.3 Promotion/Temporary Performance Appeal Rights

7.3.1 Australia Post will continue for the duration of the Agreement to provide employees with appeal rights against provisional promotions and against temporary transfers exceeding 3 months.

### 7.4 Maximising Full-time Work

7.4.1 Australia Post and the Union commit to working together during the life of the Agreement to develop a model of work that will allow increased opportunity for a greater proportion of Australia Post employees, particularly those engaged in the Letters & Mail Network, to be engaged as full-time employees. The model will also explore opportunities to review work



arrangements and increase flexibility by amalgamating functions where possible, improve productivity and create further full-time opportunities for full-time work or for additional income for our employees.

- 7.4.2 Australia Post and the Union commit to commencing discussions immediately to address the impact of this commitment. It is envisaged that the discussions will encompass:
- (a) development of appropriate work level standards for the Postal Worker classification;
  - (b) Job Design issues that apply to all classifications;
  - (c) considering ways to maximise the number of small packets and small parcels delivered by Australia Post employees;
  - (d) consideration of annualised hours, or other flexible distribution of hours as agreed, and salaries;
  - (e) ensuring the Community Service Obligations are achieved in the most efficient way possible; and
  - (f) consideration of the application of penalty rates.

- 7.4.3 The model developed and agreed to by Australia Post and the Union for maximising full-time work will be handed up to the FWC for the purpose of placing it on the EA2017 file so that it can be referred to at any relevant conciliation or arbitration by the FWC.

## 7.5 Fixed Term Employees

- 7.5.1 An employee can only be recruited on a fixed term basis when it is likely that the employee's service will be required only for a specific period for the purposes of:
- (a) recruitment for a specific project or task to provide special skills which are not encompassed by current operational roles;
  - (b) filling temporary resource needs resulting from specific employee circumstances;
  - (c) facilitating workforce adjustment/ transition strategies for implementation of change or acceptance of new business opportunities. These will be

the subject of consultation in accordance with clause 33 and that consultation will include any expected need to use fixed term employees; and

- (d) other circumstances agreed between Australia Post and the relevant Union or determined by the FWC.

- 7.5.2 A fixed term employee will not be held against a permanent vacant position unless the reason for employing the fixed term employee against such a position meets the requirements of clause 7.5.1.

- 7.5.3 The period of continuous employment as a fixed term employee can be up to one year but can be extended beyond one year in particular circumstances for further periods:

- (a) all extensions are subject to approval through the relevant Business Unit or Head of Human Resources and in consultation with the Union;
- (b) extensions greater than a further one year (a period of continuous employment greater than two years) must be by agreement with the Union.

- 7.5.4 Extensions of fixed term employment will, in most circumstances, be limited to planning for known impacts of major change projects and employment breaks (as defined under clause 28.2(a)(v)).

- 7.5.5 Where the services of a fixed term employee are terminated before the expiry of the period fixed by the terms of engagement, the employee is entitled to notice in accordance with section 117(3) of the FW Act.

- 7.5.6 Fixed term employees who have been subject to the same selection processes that apply to permanent employees, will, subject to satisfactory service, be given priority if any permanent base level vacancies are filled by external recruitment during the fixed term period (subject to clause 7.2.7).

## 7.6 Casual Employees

- 7.6.1 A casual employee is a person employed in relieving work or work of a casual, irregular or intermittent nature or of a short term duration and who is engaged and paid by

the hour but does not include an employee who would properly be classified as permanent or fixed term.

7.6.2 Each work period for a casual is a separate and distinct period of service.

7.6.3 A casual employee may be engaged for a period up to 12 weeks. Provided that at the end of a 12 week period a casual employee may be offered permanent employment or fixed term employment. Where fixed term employment is offered it must meet the requirements of clause 7.5 of this Agreement.

7.6.4 Notwithstanding clause 7.6.3, the terms of engagement and the number of casual employees employed under the Christmas arrangements will be the subject of consultation between Australia Post and the Union. Casual employees must not be engaged before Christmas in such a manner as to pre-empt that consultation.

7.6.5 An employee will not be engaged as a casual to avoid any obligations of this Agreement.

## **7.7 Relief Staff**

7.7.1 Australia Post is committed to providing adequate relief staffing to cover business requirements in a way which:

- (a) ensures that unreasonable workload demands are not placed on other staff;
- (b) ensures that there is fair and reasonable access by staff to their leave entitlements; and
- (c) utilises, wherever practical, quality skilled relief staffing, including consideration being given to permanent relief staff where possible.

## **7.8 Agency Personnel**

7.8.1 The Parties acknowledge that the use of agency personnel can impact on the employer-employee relationship. Accordingly:

- (a) Australia Post will ensure that the overall pay and conditions of remuneration paid to agency personnel will not be less than the overall pay and conditions of remuneration provided to comparable Australia Post

employees by the Agreement and the Australia Post Enterprise Award 2015. Australia Post will ensure that agency personnel will observe the same on the job working arrangements as apply to the comparable Australia Post employees under the Agreement; and

- (b) where agency personnel are engaged they will be utilised to cover casual and fixed term needs within the same parameters as defined in clauses 7.5 and 7.6, provided that fixed term agency personnel can only be employed in non-operational roles.

7.8.2 Australia Post will provide the Union with information on how agency personnel have been used and will also consult on the operations of these arrangements. Information will be provided nationally to the Union on a quarterly basis. This clause does not require Australia Post to provide information about individual employees to the Union.

## **7.9 Contractors**

7.9.1 The Parties acknowledge that the use of contractors can impact on the employer-employee relationship. Australia Post agrees that contractors will not be used as a means of pursuing a reduction in wages and conditions of Australia Post employees or altering Australia Post's commitment to providing opportunities for its employees.

7.9.2 Australia Post will consult with the Union regarding any new proposal involving the use of contractors allowing sufficient time (minimum of two weeks' notice) for consultation to occur at a local, state and national level. Consultation will cover matters such as:

- (a) the type of work proposed to be given to the contractor(s);
- (b) the likely duration of the contracting arrangement; and
- (c) the likely impact on employees covered by this Agreement.

7.9.3 Australia Post will provide relevant information on use of contractors to the Union (at the national level) on a bi-annual basis in the manner it presently does.

## 8 Implementation arrangements

- 8.1** Australia Post will provide relevant statistical information on the use of employment categories to the Union. The information will be provided to the Union at the national level on a quarterly basis and will be information that relates only to categories of employees that the Union has coverage of under their rules.
- 8.2** In accordance with clause 8.1, Australia Post will also provide statistical information to the Union on the number and work locations of any Flexibility Agreements (as defined in clause 5) that are in place and the number of fixed term arrangements in place.

## 9 Permanent/Fixed term employees – conditions of service

### 9.1 Full-time Employment

Unless otherwise specified, the conditions of service prescribed by this Agreement apply to permanent and fixed term full-time employees.

### 9.2 Part-time Employment

- 9.2.1 Except as otherwise provided, employment conditions shall apply to part-time employees in the same manner as full-time employees on a pro-rata basis.
- 9.2.2 Part-time employees should be given the same access to development opportunities as other employees.

## 10 Casual employees – conditions of service

- 10.1** A casual employee is to be paid the normal hourly rate applicable to a permanent employee of the same classification plus a loading of 22.5%. The loading paid to casual employees is in lieu of payment for public holidays on which they do not work and all paid leave entitlements (including annual leave, personal leave and maternity leave).
- 10.2** A casual employee shall be paid overtime if the daily hours exceed 7 hours 21 minutes. The overtime is paid at the overtime penalty rate applicable to full-time employees on that day.
- 10.3** Casual employees are entitled to the same ordinary duty penalties as apply to permanent employees for duty on the particular day. Such penalties are in addition to the 22.5% loading on the normal hourly rate.
- 10.3.1 As casual employees are engaged in relieving work or work of a casual, irregular or intermittent nature or of a short term duration, the RRR Agreement in Attachment K does not apply to casual employees.
- 10.4 Caring Responsibilities**
- 10.4.1 Subject to the evidentiary and notice requirements in clause 21.6, 21.7.2 and 21.7.3, casual employees are entitled to not be available to attend work, or to leave work:
- (a) if they need to care for members of their immediate family (as defined in clause 21.2) or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (b) upon the death of a member of their immediate family (as defined in clause 22.6) or household.
- 10.4.2 Australia Post and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 10.5** Australia Post must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Australia Post to engage or not to engage a casual employee are otherwise not affected.

# 11 Salary rates and related matters

## 11.1 Work Level Standards

Employees are to be classified in accordance with relevant Work Level or Classification Standards where such standards exist. Where such Work Level Standards do not exist the Union and Australia Post agree to develop such Standards during the life of the Agreement.

## 11.2 Employee Duties

11.2.1 Australia Post may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training, consistent with the relevant classification structure and Work Level Standards (where such standards exist).

11.2.2 Any such direction shall be consistent with Australia Post's responsibility to provide a safe and healthy work environment.

## 11.3 Training

11.3.1 Australia Post shall provide employees with training relevant to the duties to be performed.

11.3.2 Information outlining such training shall be available at each workplace.

## 11.4 Selection

### 11.4.1 Employees

The selection of employees for positions shall be in accordance with existing procedures determined by Australia Post. Australia Post will consult with the Union in relation to any changes to existing procedures.

### 11.4.2 Information

Australia Post shall have available at each workplace, information relating to selection procedures relevant to classifications employed at that workplace.

## 11.5 Classifications

The classifications covered by this Agreement are specified in Attachment A.

## 11.6 Junior Rates

11.6.1 Junior rates will not apply to employees in a permanent position. That is, a permanent employee under 21 years of age will be paid at adult rates.

11.6.2 Subject to any conditions otherwise prescribed, an employee under 21 years of age and who is employed in the classifications listed in Table 1 below will be paid an annual salary, calculated to the nearest dollar, by applying the appropriate percentage for the age of the employee as specified in Table 2 below, to the minimum rate of an adult employee of the same classification, provided that a permanent employee under 21 years of age will be paid at adult rates.

**Table 1**

Administrative Officer Level 1
Drafting Assistant Grade 1
Graphic Design Assistant Grade 1
Mail Officer
Mail Room Officer
Parcel Post Officer
Postal Delivery Officer
Postal Technical Officer Level 1
Sprintpak Operator Level 1
Trainee Mail Officer
Trainee Parcel Post Officer
Trainee Postal Delivery Officer
Trainee Postal Services Officer

<b>Table 2</b>	
<b>Age of Employee</b>	<b>% of Minimum Adult Salary</b>
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	81
At 20 years	91

### 11.7 Apprentices

Subject to any conditions otherwise prescribed, an apprentice under 21 years of age will be paid an annual salary, calculated to the nearest dollar, by applying the percentage indicated in Table 3 below for the age or year of service of the employee to the minimum rate prescribed for a Postal Technical Officer Level 2

<b>Table 3</b>	
<b>Age or length of service as an Apprentice</b>	<b>% of minimum salary of Postal Technical Officer Level 2</b>
Under 18 or 1st year of service	48
At 18 or 2nd year of service	55
At 19 or 3rd year of service	75
At 20 or 4th year of service	88

### 11.8 Salary Advancement Conditions

This sub-clause covers salary advancement conditions in respect of the following classifications: Postal Services Officer, Mail Officer, Parcel Post Officer, Postal Delivery Officer.

#### 11.8.1 *New employees*

New employees will commence on the Trainee level provided that a trained employee who resumes employment with Australia Post can be engaged at the base level if competency for this level is demonstrated.

#### 11.8.2 *Permanent employees*

Trainees will be advanced to the relevant base level salary after three months employment.

#### 11.8.3 *Casual / Fixed term employees*

A casual or fixed term employee will commence at the Trainee level and be advanced to the base level after three months aggregate employment in any twelve-month period.

#### 11.8.4 *Postal Delivery Officers*

Postal Delivery Officers in Delivery Centres/ Facilities will on advancement from the Trainee Postal Delivery Officer level move straight to the third salary point in the Postal Delivery Officer salary range and thereafter be subject to normal incremental advancement. The accelerated increment advancement in this clause will not apply to Postal Delivery Officers who are solely engaged as private box sorters.

#### 11.8.5 *Juniors*

Trainee and base classifications – Mail Officer, Parcel Post Officer and Postal Delivery Officer, and Trainee Postal Services Officer.

A junior employee will receive the appropriate Junior Trainee or base level salary according to the standard junior percentages prescribed in clause 11.6 until the employee completes twelve months service or reaches 18.5 years of age whichever is the later.

### 11.9 Apprentices – Salary Advancement

An apprentice will be advanced as a Postal Technical Officer Level 2 on the satisfactory completion of the apprenticeship, and will be paid at the first salary step of a Postal Technical Officer Level 2.

## 12 Payment of salaries

### 11.10 Salary on Promotion

- 11.10.1 The salary to be paid to an employee on promotion will normally be the minimum rate for that position except that, in circumstances involving overlapping salary ranges, the new salary will normally be the next highest salary point in the salary range for the higher position.
- 11.10.2 Previous service at the level to which the employee is being promoted (or higher levels) shall be taken into account when determining salary on promotion and incremental dates in accordance with the same principles that apply to the assessment of higher duties allowance. An employee promoted to a position which the employee is occupying on a temporary basis shall not suffer any reduction in remuneration.

### 11.11 Postal Technical Officer Level 4 – Salary Advancement Conditions

- 11.11.1 Advancement to the 4th, 5th, 6th and 7th salary points of the Postal Technical Officer 4 (PTO4) classification will be conditional on an employee obtaining a Certificate IV in Electrotechnology (Systems Electrician) or equivalent qualification as assessed by an accredited provider engaged by Australia Post for this purpose. Provided that a new PTO4 employee who possesses this qualification or equivalent qualification recognised by Australia Post will commence at the 4th salary point of the PTO4 salary range. A current PTO4 employee who obtains this qualification will advance to the 4th salary point from the date the employee obtains the qualification.
- 11.11.2 An employee will require a Diploma of Electrical Engineering or equivalent qualification (as assessed by an accredited provider engaged by Australia Post for this purpose) in order to advance to the maximum (8th salary point) of the PTO4 classification range. Provided that an employee who possesses this qualification or equivalent qualification will be eligible for accelerated advancement to the maximum of the PTO4 range on and from the date of commencement of this Agreement or from the date the employee obtains the relevant qualification, whichever is the later.

### 12.1 Fortnightly Pay

Payment is to be made fortnightly, at the fortnightly equivalent of the annual rates prescribed.

### 12.2 Salary Payment Arrangements

All employees will have all salary payments paid through direct credit arrangements to a bank or financial institution.

### 12.3 Death of Employee

Where an employee dies, payment in lieu of annual leave including annual leave loading and outstanding salary may be made to the dependants of the employee, or, if the employee has no dependants, to the legal personal representative of the employee.

## 13 Supported wage system

### 13.1 Definitions

- 13.1.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

**Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

**Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

**Assessment instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the supported wage system.

### 13.2 Eligibility Criteria

- 13.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 13.2.2 The clause does not apply to any existing employee who has a claim against Australia Post which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- 13.2.3 The clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* (Cth) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the *Disability Services Act*, or if a part only has received recognition, that part.

### 13.3 Entitlement

- 13.3.1 *Supported Wage Rates*
- Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (13.4)	% of prescribed Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 13.3.2 Provided that the amount payable shall be not less than \$82 per week.
- 13.3.3 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

### 13.4 Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under the Agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- 13.4.1 Australia Post and a Union party to the Agreement, in consultation with the employee; or
- 13.4.2 Australia Post and an accredited assessor from a panel agreed by the parties to the Agreement and the employee.

### 13.5 Lodgement of Assessment Instrument

- 13.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by Australia Post with the appropriate Authority.

13.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where requested by the employee, a Union which is a party to the Agreement, but is not a party to the assessment will have the assessment documents referred to the Union by the Authority by certified mail, and the assessment will take effect unless an objection is notified to the Authority within ten working days.

### **13.6 Review of Assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

### **13.7 Other Terms and Conditions of Employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

### **13.8 Workplace Adjustment**

Where Australia Post wishes to employ a person under the provisions of this clause, it shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve the re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

### **13.9 Trial Period**

13.9.1 In order for an adequate assessment of the employee's capacity to be made, Australia Post may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

13.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

13.9.3 The amount payable to the employee during the trial period shall be \$82 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Human Services income test free area for earnings) and inserted in this Agreement.

13.9.4 Work trials should include induction or training as appropriate to the job being trialled.

13.9.5 Where Australia Post and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 13.3 - Entitlement.



## 14 Allowances

Allowances in this clause which are subject to the same percentage increases that apply to salary rates in accordance with this Agreement are specified at Attachment B – Adjustment of Allowances.

### 14.1 Dirty Cleaning Work Allowance

An employee required to perform cleaning work which in the opinion of the person in charge is of an unusually dirty or offensive nature will be paid an allowance whilst so employed at the relevant rate specified in the Australia Post Human Resources Manual Rates of Pay Booklet.

### 14.2 Divide Allowance

#### 14.2.1 Eligible classifications

An employee employed in a classification of Postal Delivery Officer, Senior Postal Delivery Officer Grade 1, Senior Postal Delivery Officer Grade 2, Senior Postal Delivery Officer Grade 3 or Postal Delivery Co-ordinator Grade 1 who is utilised to deliver, in addition to one of the normal three rounds, a portion (being not less than 100 delivery points) of a round other than one of the normal three rounds, will be paid the divide allowance at the relevant rate specified in the Australia Post Human Resources Manual Rates of Pay Booklet.

#### 14.2.2 Relief Employee

A relief employee who is utilised to deliver a portion (being not less than 100 delivery points) of a round in addition to the round being delivered that day, will be paid the divide allowance prescribed in 14.2.1.

#### 14.2.3 Trainee

A Trainee Postal Delivery Officer who is performing Postal Delivery Officer duties will be paid the divide allowance prescribed in 14.2.1.

### 14.3 Excess Fares

An employee on temporary duty away from the employee's head station shall be paid an allowance equal to any excess costs incurred in travelling between the employee's residence and the temporary station.

### 14.4 First Aid Allowance

Employees appointed as first aid attendants shall be paid an allowance at the relevant rate specified for the qualification held as set out in the Australia Post Human Resources Manual Rates of Pay Booklet.

**Table 1 – First Aid Allowance**

Standard	Qualification Held
Certificate Standard A	<ul style="list-style-type: none"> <li>St John Ambulance Australia Senior First Aid Certificate Level 2 First Aid Certificate; or</li> <li>an equivalent qualification.</li> </ul>
Certificate Re-examination Standard B	<ul style="list-style-type: none"> <li>St John Ambulance Australia Advanced First Aid Certificate/ Level 3 First Aid Certificate; or</li> <li>Australian Red Cross Occupational First Aid Course Certificate; or</li> <li>an equivalent qualification.</li> </ul>
Medallion Standard C	<ul style="list-style-type: none"> <li>St John Ambulance Occupational First Aid / Level 4 First Aid Certificate; or</li> <li>an equivalent qualification.</li> </ul>

### 14.5 Gladstone Locality Allowance

An employee living and working in Gladstone, Queensland, in addition to all other remuneration except District Allowance, will be paid an allowance as follows:

- with dependants: \$766 per annum;
- without dependants: \$394 per annum.

#### **14.6 Headquarters Relocation Allowance**

An employee whose headquarters is transferred to a new location because of a change in the organisation or operations of Australia Post may be paid an allowance equivalent to the amount of excess fares paid or reasonable expenses incurred in travelling to and from the new location for a period of three months. The allowance is not payable to an employee classified as Administrative Officer Level 6 or Postal Manager Grade 3.

#### **14.7 Higher Duties Allowance**

An employee who temporarily performs duties at a higher level will be paid an allowance as follows:

##### **14.7.1 Payment Rate**

- (a) if all of the duties of the higher level are performed, an amount to raise salary to the rate that would have been received had the employee been promoted to the level;
- (b) if only part of the duties of the higher level are performed, an amount commensurate with the proportion of higher duties performed.

##### **14.7.2 Allowance Regarded as Salary for Other Purposes**

An allowance granted under this clause shall be regarded as salary for the purposes of calculating penalty payments and excess travelling time.

##### **14.7.3 Minimum Period**

An employee will not be paid a higher duties allowance for higher duties performed unless the period is more than one day nor do shorter periods count as service at the higher classification.

##### **14.7.4 Payment During Leave**

An employee in receipt of higher duties allowance who proceeds on paid leave shall continue to be paid the allowance during the leave if the allowance would have been paid but for the granting of leave.

#### **14.7.5 In-Charge Allowance - Retail Employees**

An employee employed as a Postal Services Officer or Senior Postal Services Officer Grade 1 who performs the in-charge supervisory role during extended trading hours at a retail facility will be paid an allowance to raise salary to the salary shown for this allowance in the Australia Post Human Resources Manual Rates of Pay Booklet.

#### **14.8 Industry Allowance**

##### **14.8.1 Eligibility**

In addition to the agreed salary rate for the relevant classification, an employee, including an apprentice, performing the work of any of the classifications listed below in Table 1 and who is engaged on Construction Work (as defined), will be paid an Industry Allowance at the relevant rate shown in the Australia Post Human Resources Manual Rates of Pay Booklet to compensate for the following disabilities of the industry; namely, being subject to:

- (a) climatic conditions when working in the open on all types of work or on a multi-storey building prior to it being enclosed;
- (b) the physical disadvantage of having to climb stairs or ladders, particularly on multi-storey buildings prior to an elevator being available;
- (c) dust blowing in the wind on building sites;
- (d) sloppy and muddy conditions associated with the initial stages of the erection of a building;
- (e) dirty conditions caused by the use of form oil or from green timber;
- (f) drippings from newly poured concrete;
- (g) the disability of working on all types of scaffolds other than a lightweight swinging scaffold; and
- (h) the lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers etc).

#### 14.8.2 *Minimum Payment*

An employee who is employed on Maintenance Work or Shop Work (as defined) and who is required to perform Construction Work (as defined) for more than 2 hours will, subject to the requirements of clause 14.8.1, be paid the Industry Allowance prescribed in clause 14.8.1 for the whole day.

#### 14.8.3 Table 1 – *Classifications Eligible for Industry Allowance*

<b>Apprentice</b>
Postal Technical Officer Level 1
Postal Technical Officer Level 2
Postal Technical Officer Level 3
Postal Technical Officer Level 4
Postal Technical Officer Level 5
Postal Technical Officer Level 6
Postal Technical Officer Level 7

#### 14.8.4 *Definitions*

**Construction Work** means all work, wherever performed, other than that defined as Maintenance Work or Shop Work.

**Maintenance Work** means small carpentry, painting, sign writing, electrical, plumbing and small repair and renovation work in those respective trades.

**Shop Work** means any work performed in a workshop not located on an “on site” building project.

### 14.9 **Miscellaneous Allowance**

#### 14.9.1 *District Allowance*

An employee who lives and works within a prescribed remote locality shall be paid a District Allowance as advised by the Department of Education, Employment and Workplace Relations that reflects the conditions attached to the locality.

### 14.10 **Overtime Meal Allowance**

14.10.1 An employee shall be paid an overtime meal allowance of \$15.79 when the employee is required to work at least:

- (a) 1 hour of overtime continuous with ordinary duty. In determining whether or not an overtime attendance is continuous with ordinary duty, unpaid meal breaks are to be disregarded;
- (b) 5 hours overtime on a day the employee is not rostered for ordinary duty;
- (c) an additional 5 hours overtime on a day on which eligibility for payment of a first meal allowance has already been established under 14.10.1(a) or 14.10.1(b).

14.10.2 For a part-time employee, only duty which attracts an overtime penalty rate counts as overtime under clause 14.10.1 for the purpose of an overtime meal allowance.

14.10.3 Where a three course meal can be obtained by the employee at an Australia Post cafeteria, the overtime meal allowance payable is the maximum amount which can be charged for a three course meal.

14.10.4 An employee shall not be paid a meal allowance if it is not unreasonable that the employee returns home for a meal during the meal break.

14.10.5 Employees in a particular facility who have elected and are receiving payment for overtime meal allowance in cash at the date this Agreement is made will be eligible to continue to receive the allowance in cash while they continue to be located at that particular facility, or in the event that they transfer to another facility that pays overtime meal allowances in cash.

#### 14.11 **Postal Delivery Officer Functional Allowance**

An employee employed as Postal Delivery Officer, Senior Postal Delivery Officer Grade 2 (non-relief employee) or Senior Postal Delivery Officer Grade 3 who is utilised to deliver one or more rounds other than the normal 3 rounds will be paid the functional allowance specified in the Australia Post Human Resources Manual Rates of Pay Booklet.

#### 14.12 Private Motor Vehicle Allowance

An employee who is authorised to use a private motor vehicle for official purposes or in circumstances in which Australia Post would otherwise meet the cost of the journey is entitled to be reimbursed reasonable expenses incurred in using the vehicle on that journey.

#### 14.13 Qualifications Allowance

An employee on the minimum salary of an Administrative Officer Level 1 with the prescribed educational qualifications or keyboard skills will be paid an allowance to raise salary to the second salary point of the Administrative Officer Level 1 salary range.

#### 14.14 Shoe Allowance for Retail Employees

With effect from the date of lodgement of this Agreement, retail employees who are eligible for and wear the corporate retail uniform are entitled to be reimbursed up to \$92 once per calendar year for the purchase of footwear. This amount is in lieu of the amount specified at Item C Schedule 3 of the Australia Post Principal Determination that would otherwise apply to retail employees.

#### 14.15 Special Rates – Technical Employees

##### 14.15.1 Eligibility

The special rates set out in this clause will apply to Technical employees covered by this Agreement, other than a Postal Technical Officer Level 8 or Postal Technical Officer Level 9, for the disabilities prescribed below:

(a) *Disability Allowance 1*

An allowance is to be paid at the rate specified in the Australia Post Human Resources Manual Rates of Pay Booklet where an employee is required to work:

- (i) in conditions which are offensive or otherwise distressing, including being unusually dirty, wet or obnoxious to an extent greater than that which would normally be encountered; or

- (ii) for more than one hour in situations of extreme heat (>46 Celsius) or extreme cold (<0 Celsius) where the temperature has been raised or lowered artificially; or
- (iii) on all spray painting carried out in other than a properly constructed booth.

(b) *Disability Allowance 2*

An allowance is to be paid at the rate specified in the Australia Post Human Resources Manual Rates of Pay Booklet where an employee is required to work:

- (i) with materials regarded as offensive (i.e. asbestos, hot bitumen/asphalt, and insulation materials such as insulwool, pumice, etc); or
- (ii) in confined spaces (i.e. a compartment or space which necessitates an employee working in a stooped or otherwise cramped position or without proper ventilation).

##### 14.15.2 Special Rates Not Cumulative

Where more than one of the disabilities entitling an employee to extra rates exists on the same job, only one of the special rates is to be paid, namely, the highest for the disabilities so prevailing, with the exception of cold places, confined spaces, dirty work, height work, hot places or wet places, the rates for which are cumulative.

##### 14.15.3 Penalty Payments and Special Rates

The allowances prescribed by this clause are to be paid irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions.

##### 14.15.4 Special Rates during Holidays and Leave

Special Rates are not payable during holidays, annual leave, personal leave or other approved leave.

#### 14.16 Study Assistance

An employee who is approved by Australia Post as a student to undertake a course of study or a short course of instruction may be granted reimbursement in full or in part of fees incurred for the course.

#### 14.17 Team Skills Loading

14.17.1 The team skills loading is payable at the rate specified in the Australia Post Human Resources Manual Rates of Pay Booklet to eligible employees in mail/parcel processing facilities which have implemented HPO Team based work arrangements. The loading is payable to eligible employees in team based arrangements when:

- (a) they have successfully completed the relevant training; and
- (b) their team is undertaking the expanded roles and accountabilities.

14.17.2 Clause 37.3 outlines eligibility conditions for retention of team skill loading on transfer.

#### 14.18 Temporary Accommodation Allowance

An employee who has been transferred or promoted from one locality to another and who is unable to obtain suitable long-term accommodation at the new locality will be reimbursed for a reasonable period of time additional reasonable living expenses incurred in residing in temporary accommodation at the new location.

#### 14.19 Tools and Protective Clothing

Where Australia Post requires an employee employed in a Technical Employee Classification to provide and use tools for the performance of duties and/or provide protective clothing while engaged on any duties where exposed to adverse weather conditions, Australia Post must reimburse the employee for the cost of purchasing such tools or clothing. The provisions of this clause will not apply where Australia Post supplies such items without cost to the employee.

#### 14.20 Tonnage Allowance

An employee who is required to drive a motor vehicle of one of the types described in Table 2 below shall be paid, in addition to salary, an allowance at the relevant rate prescribed for the type of vehicle as specified in the Australia Post Human Resources Manual Rates of Pay Booklet for each day or portion thereof while the vehicle is driven on a public carriageway.

**Table 2 – Tonnage Allowance**

Vehicle Type
Light Rigid Vehicle (Trucks from 4.5 to 13.9 tonnes Gross Vehicle Mass)
Heavy Rigid Vehicle (Trucks exceeding 13.9 tonnes Gross Vehicle Mass)
Articulated Vehicle (Linehaul, wharf work and heavy rigid/dog trailer combinations)
Road Train (B Double combinations)

#### 14.21 Transfer Costs

##### 14.21.1 Eligibility

This clause applies to an employee who is transferred from one locality to another:

- (a) in the interest of Australia Post; or
- (b) in the ordinary course of promotion; or
- (c) on account of illness of such a nature as to justify the transfer; or
- (d) after a residence of three or more years in a prescribed isolated locality or a locality where climatic conditions are severe; or
- (e) to fill a vacancy in a prescribed isolated locality or a locality where climatic conditions are severe; and

the transfer necessitates a change in residence.

#### 14.21.2 Entitlement

An employee to whom this clause applies is entitled to have paid by Australia Post:

- (a) the reasonable cost of conveyance of the employee and the employee's dependants; and
- (b) the cost reasonably incurred by the employee in removing furniture and household effects and those of the employee's dependants, from the locality at which the employee resided immediately before the transfer to the new locality.
- (c) reimbursement of prescribed reasonable legal and other costs associated with the sale of the employee's principal private residence at the former location and the purchase of a residence at the new location.

#### 14.22.2 Part-day Absence

An employee who is required to be on duty away from the employee's headquarters or temporary headquarters for more than 10 hours but the absence does not extend overnight is eligible to be paid an allowance for additional reasonable expenses incurred other than for travel. Payment of the allowance is subject to the following conditions:

- (a) no other cost re-imbusement allowance is payable in respect of the absence (for example – Overtime Meal Allowance); and
- (b) the allowance is not payable whilst an employee whose normal duties require the employee to be absent from the head station or temporary head station is performing normal duties.

### **14.22 Travelling Allowance**

#### 14.22.1 Overnight Absence

An employee who is required to be away overnight is entitled to be paid an allowance for reasonable expenses for accommodation, meals and incidental costs whilst:

- (a) travelling on duty;
- (b) travelling to a new location to take up duty on promotion or transfer in Australia Post's interests;
- (c) carrying out duties at another place by direction of an authorised manager/supervisor.

## 15 Deductions from salaries of rent for residence

### 15.1 Supervision of Property

If an employee resides in a building which is owned or leased by Australia Post, and the employee has an incidental obligation of supervision or control over personnel or property, Australia Post has the right to direct that rent be charged and deducted from the employee's salary. The amount of rent charged must be fair and reasonable, not exceeding 10 per cent of the lowest total Agreement rate for the employee's classification.

## 16 Hours of duty

### 16.1 Specific provisions - Operational Employees

16.1.1 Except as otherwise provided, the ordinary hours of duty of employees will be 36.75 per week over a cycle of shifts or an average of those hours over a monthly cycle.

16.1.2 Except as otherwise provided in this clause, the daily hours of ordinary duty will not exceed 7 hours 21 minutes except where work is performed with a reduced number of attendances, in which case the daily hours of ordinary duty will not exceed 8 hours 10 minutes.

#### 16.1.3 Retail employees

The ordinary hours of duty of retail employees will be 36.75 per week Monday to Friday, provided that:

- (a) Australia Post will be permitted to roster employees for weekend duty and other than within the limits of 8.00 a.m. and 6.00 p.m.;
- (b) no employee will be rostered for ordinary duty on more than five days in any seven day period;
- (c) an employee rostered for ordinary duty between 6.30 a.m. and 8.00 a.m. Monday to Friday will receive a penalty of 50% of their ordinary rate for the time worked between those hours;

- (d) an employee may, with Australia Post's agreement, work a reduced number of attendances over a cycle of weeks, provided that the hours of duty over those weeks will average 36.75 hours per week.

#### 16.1.4 Postal Delivery Officers

- (a) Subject to clauses 16.1.4(b) and 16.1.4(c), the ordinary hours of duty of Postal Delivery employees will be 36.75 per week to be worked eight hours on Monday, seven hours on Tuesday, Wednesday and Thursday and 7.75 hours on Friday.
- (b) Where operational requirements necessitate the working of an eight hour or 7.75 hour day regularly on any day other than Monday or Friday respectively, that day may be substituted for the Monday or Friday specified in clause 16.1.4(a).
- (c) Where an employee was employed as a Postal Sorting Officer immediately prior to the incorporation of this classification in the Postal Delivery Officer classification, and the daily hours of ordinary duty were 7 hours and 21 minutes, such ordinary hours of duty will be retained.

### 16.2 Specific provisions – Administrative / Professional Employees

#### 16.2.1 Non-Shiftworkers

The ordinary hours of duty of employees, other than shiftworkers, shall be 36.75 hours per week to be worked Monday to Friday within the limits of 8.00am and 6.00pm.

#### 16.2.2 Reduced Attendances

Where Australia Post agrees that an employee may work a reduced number of attendances over a cycle of weeks, the hours of duty over those weeks shall average 36.75 hours per week.

### 16.2.3 Flexible Hours

The Flexible Working Hours Scheme (the Scheme) shall be made available to employees where work routines are not entirely dependent on customer/work flows or operational requirements.

- (a) The operation of the Scheme shall take account of the operation and business needs of Australia Post and its employees. These needs will still allow employees to have significant control over their starting and finishing times.
- (b) The Scheme will operate consistent with the provisions of this clause, containing arrangements for the standard day, span of hours in accordance with clause 16.2.1 above and clause 16.4, and including matters dealing with core times, settlement period, flex periods, flex credits and debits, and core time leave.
- (c) The times of commencement and cessation of duty, including meal breaks, will be subject to agreement between the manager and the employee. An employee's attendance outside the hours of a standard day but within the span of hours will be subject to the availability of work and the approval of the employee's manager.
- (d) Definitions:

**Standard day** for the purpose of flextime, is 7 hours and 21 minutes per day;

**Core time** means the periods during the day when an employee will perform ordinary duty unless absent on approved leave or core time leave;

**Settlement period** means the ordinary working days over which calculations are made to determine flex credit or flex debit carry over;

**Flex period** means the periods during the day when an employee's hours of duty and times of attendance may be varied;

**Flex credit** means the accumulated amount of time worked by an employee in excess of the standard days in the settlement period, including any carry over, but does not include time worked as overtime;

**Flex debit** means the difference between the sum of the standard days in a settlement period and the aggregate amount of time worked by an employee where the total time worked is less than the sum of the standard days in the settlement period after any necessary adjustment has been made for any absence on approved leave and includes any carry over;

**Core time leave** means any approved absence during core time other than approved leave, and may be used for up to a maximum of two full core times during the settlement period.

### 16.2.4 Shiftworkers

The ordinary hours of duty of employees required to work shift duty shall not exceed 36.75 per week or an average of 36.75 over a cycle of shifts.

## 16.3 Specific provisions - Technical Employees

### 16.3.1 Non-shiftworkers

In the case of employees other than shift workers, the hours of duty, exclusive of meal breaks, will not exceed 36.75 per week made up of 7 hours 21 minutes per day Monday to Friday, within the limits of 7.00a.m. and 6.00p.m.

### 16.3.2 Reduced Attendances for non-shiftworkers

Where work is performed with a reduced number of attendances, the hours of duty, exclusive of meal breaks, will not exceed an average of 36.75 per week made up of a maximum of 8 hours 10 minutes per day Monday to Friday within the limits of 7.00a.m. and 6.00p.m.

### 16.3.3 Shiftworkers

For employees whose duties do not permit the working of straight day duty as shown in clause 16.3.1, the following shift conditions will apply:



- (a) Hours of Duty  
The hours of duty will be an average of 36.75 per week over a cycle of shifts. A reduced number of attendances may be worked in the cycle of shifts.
- (b) Maximum Hours  
The maximum period of ordinary duty on any day, except Saturday, will be 9 hours. On Saturdays, the maximum period of ordinary duty will be 10 hours.
- (c) Minimum Hours  
The minimum period of ordinary duty will be 7 hours.
- (d) Relief Duty  
Employees rostered for the relief of other employees absent on approved leave or employees rostered off duty in lieu of Sunday duty will be employed on straight day duty when not required for relief duty.
- (e) Penalty Shift  
Any shift that falls within the 6.00p.m. – 6.30a.m. bandwidth (in whole or part) or on weekends or public holidays.
- (f) Night Shift  
Any shift which falls wholly within the 6.00p.m. - 8.00a.m. bandwidth.

#### 16.3.4 *Facilitative Arrangements*

In cases where the provisions of this clause do not fully satisfy either Australia Post's operational needs or social needs of employees, the provisions of this clause may be varied by mutual agreement between Australia Post and the majority of employees affected by the change. This clause overrides the facilitative provisions at clause 16.4.

#### 16.3.5 *Meal Break*

No employee will be required to work for a continuous period of more than five hours without a meal break of one hour, except where by mutual agreement between the majority of the employees at any station and Australia Post a meal break of not less than 30 minutes is arranged. Where an employee is engaged on shift duty, the

employee may be required to remain in attendance during the shift break subject to the following conditions:

- (a) where the meal break is rostered as duty, no additional payment will be made;
- (b) where the meal break is not rostered as duty, additional payment will be made at the employee's ordinary rate of pay for the meal break. Where an employee is called upon to work during the meal break, overtime rates will be paid for the whole of the meal break.

#### 16.3.6 *Unusual Conditions*

Where an employee works for more than one hour during normal rostered hours in circumstances or locations where, in the opinion of the supervisor, in consultation with the local Health and Safety Representative, the work is unusually cramped, distressing or unhealthy, e.g.:

- (a) In a tunnel;
- (b) Under floors;
- (c) In lift wells;
- (d) On overhead equipment close to ceilings;
- (e) Inside and under mail processing equipment;
- (f) Behind switchboards, etc;

the hours of duty for that day will be reduced by 30 minutes.

Where such a reduction occurs, the normal hours of duty on other days will not be increased.

#### 16.3.7 *Overtime*

Payment for overtime will be subject to the conditions prescribed in clause 17. The exception is, however, that an employee will be paid at the rate of double time for all overtime duty performed between 11.00pm on one day and 7.00am on the next day.

## **16.4 Hours of Duty Facilitative Provisions**

- 16.4.1 Specific hours of duty provisions can be varied by agreement with either the majority of employees or on the basis of individual agreement in the following manner:
- (a) the ordinary hours of duty of employees shall not exceed 36.75 hours per week or an average thereof provided that the weekly hours for day workers may be averaged over a cycle of no longer than 12 months;
  - (b) the ordinary hours of day workers may be between the hours of 6.30am and 6.00pm;
  - (c) ordinary hours of duty shall be worked on an average of no more than 5 attendances per week over a cycle; and
  - (d) ordinary hours of duty on any one day may be between six and ten hours.

## **16.5 Part-time Employees**

### *16.5.1 Continuous Duty*

The ordinary hours of duty of part-time employees shall be continuous on any one day. An unpaid meal break shall not be regarded as breaking continuity of duty.

### *16.5.2 Hours Specified*

At the time of engagement, Australia Post and the part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work, or, where appropriate, the number of shifts in the cycle and the actual starting and finishing times each day/shift.

### *16.5.3 Hours Varied*

Subject to clauses 16.5.4 and 16.5.5, the hours of duty of part-time employees may be varied to meet Australia Post's operating requirements, following consultation with the employee and having regard to the needs of the employee. Any variations will be recorded in writing. Family responsibilities of part-time employees are to be considered when varying hours of duty.

### *16.5.4 Notice*

Part-time employees must be given a reasonable period of notice of a variation of hours of duty. Where a reduction in hours will occur, no part-time employee shall be given less than three months' notice of a reduction in hours unless the employee agrees to a shorter period.

### *16.5.5 Initiated by Employee*

Where the permanent part-time employment arrangement was initiated by the employee, the hours of duty can only be varied during the period for which the arrangement was approved, with the consent of the employee. However if the arrangement extends beyond 12 months, the hours of duty may be varied after 12 months in accordance with clause 16.5.3.

## **16.6 Review Process: Part-time Employees**

Australia Post acknowledges that the rostered hours of part-time staff should match the underlying ordinary hours of the position, ie, the hours worked on a regular predictable basis in a manner consistent with the relevant hours of duty provisions in this Agreement.

### *16.6.1 Australia Post will continue the following arrangements:*

- (a) employees will have a right to seek a review of their current hours against the above principle (refer clause 16.6) including providing appropriate supporting reasons, and have the right to request Union involvement in that process;
- (b) factors to be considered in the review process shall be the hours of duty worked over the previous twelve months (or since the employee started in the position, whichever is the lesser period) and known business/operational changes in the next six months;
- (c) the review shall be documented (in accordance with the standard pro forma developed at the national level);
- (d) Australia Post's employment monitoring arrangements shall include data on the extent of additional hours being worked by part-time employees; and

- (e) employees will not be discriminated against or disadvantaged because they have sought a review of their current hours.

16.6.2 Australia Post agrees to provide relevant information and explain and support the reasons why it reached the decision that it did, at the time that the employee is informed of the decision. Where an employee disagrees with the outcome of the review the employee may elect to take the matter through the Dispute Resolution Procedure, in lieu of the Grievance Process.

### **16.7 Part-time Employees – Minimum Hours**

16.7.1 The Parties support the principle that part-time positions should not be less than three hours per engagement. There will, however, be circumstances where the application of this principle may result in arrangements which are not practicable and/or there is no other available work. Where these circumstances arises:

- (a) in respect of new positions, Australia Post and the Union agree to consultation prior to the creation and staffing of such a position, including appropriate consideration of alternative work arrangements which would meet the minimum hours principle; and
- (b) in respect of existing individual part-time positions which do not conform with the principle, these will be reviewed when they next become vacant.

16.7.2 The Parties agree that the minimum hours principle will be applied as follows:

- (a) existing part-time arrangements will not be reduced on the basis of this clause; and
- (b) any proposals to vary the level of rostered hours of a number of part-time positions on a shift will be subject to consultation with the Union at State level and with the staff concerned.

### **16.8 Make Up Time**

An employee may elect, with the consent of Australia Post, to work make up time under which the employee takes time off ordinary hours, and works the time taken off at a later time, during the spread of ordinary hours applicable to the employee, at ordinary rates.

### **16.9 Meal Break**

16.9.1 An employee shall not be employed for more than 5 hours continuously without being granted a meal break of not less than 30 minutes nor more than 75 minutes, provided that:

- (a) by agreement between Australia Post and an employee or a majority of employees in the workplace concerned a longer period for the meal break may be arranged;
- (b) by agreement between Australia Post and an employee, the employee concerned may work in excess of 5 hours but not more than 6 hours without a meal break;
- (c) however, where an employee is required to work in excess of 5 hours on any day or shift, a meal break must be granted.

### **16.10 Tea Break**

16.10.1 Australia Post commits to maintaining tea break arrangements that apply at individual workplaces in accordance with custom and practice. Australia Post, however, may vary the time at which a tea break is taken at a workplace where such a variation is operationally required. Australia Post may also vary the length of a tea break at a workplace where the length of the break at that workplace is inconsistent with tea break arrangements applicable at other workplaces within the same operational stream in Australia Post and where current arrangements are not based on operational considerations limited to that particular facility. Provided that ongoing changes to the length of tea breaks would be regarded as significant change for the purposes of clause 33 - Employee Consultation, and would involve a process to determine the view of staff.

# 17 Overtime

## 17.1 General Conditions

### 17.1.1 Reasonable Overtime

- (a) Subject to clause 17.1.1(b) Australia Post may require an employee to work reasonable overtime in accordance with the provisions of this clause.
- (b) Provided that this subclause does not apply to employees employed in accordance with the provision of clause 23.13 - Parental Leave – Right to Request.
- (c) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

### 17.1.2 Salary

An employee's salary for the purpose of computation of overtime includes higher duties allowance and any other allowance in the nature of salary.

### 17.1.3 Hourly Overtime Rate

- (a) The hourly rate for overtime payment is ascertained by the following formula:

$$(A \div 313 \times 6 \div 36.75) \times P$$

Where:

- A is the annual salary; and
  - P is the prescribed rate.
- (b) For the purpose of 17.1.3(a), the prescribed rates (P) for overtime duty are:

- (i) Monday to Friday – 150% for first 3 hours and 200% thereafter;
- (ii) on public holidays – 250%;
- (iii) on Sundays – 200%; and
- (iv) on Saturdays -
  - for non-shiftworkers – 150% for the first three hours and 200% thereafter; and
  - for shiftworkers – 200%.

- (c) For the purpose of this clause, a **shiftworker** means an employee who is rostered on:

- (i) alternating or rotating shifts or a constant shift involving regular ordinary duty after 1.00 p.m. on Saturday; or
- (ii) a shift which, but for it being worked continuously with the approval of Australia Post or to suit Australia Post's convenience, would fall within clause 17.1.3(c)(i).

### 17.1.4 Part-Time Employees

- (a) Part-time employees are eligible for overtime penalty rates applicable to full-time employees in the following circumstances:
  - (i) duty in excess of 7 hours 21 minutes on any one day;
  - (ii) where an employee is required to work on more than 5 days per week.
- (b) Duty in excess of normal requirements but which does not attract a penalty under clause 17.1.4(a) will be paid at the rate applicable to ordinary duty on that day.

### 17.1.5 Sunday Duty – Day Off In Lieu

Where an employee, who has been required to perform in addition to the prescribed hours of duty for the week, a full day's duty on Sunday, wherever practicable, is to be granted a day off during the 6 days succeeding that Sunday and, in such cases, the payment for Sunday attendance is one day's pay instead of the Sunday overtime rate.

#### 17.1.6 *Employees Ineligible for Overtime*

Employees being paid at the level of Administrative Officer 6 or Postal Manager Grade 3 are not eligible to receive overtime payments or time off in lieu.

### **17.2 Overtime – Time Off Instead of Payment**

#### 17.2.1 *Time Off Instead of Overtime Payment*

By mutual agreement between Australia Post and an individual employee, time off during ordinary working hours is allowed instead of payment for overtime under this Agreement. Such agreement is to be made in writing.

#### 17.2.2 *Amount of Time Off*

- (a) Time off instead of payment for overtime is based on the number of ordinary hours equivalent to the appropriate overtime rates for the hours worked.
- (b) By mutual agreement between Australia Post and the individual employee, the employee may be paid at ordinary rates for the time worked and take time off equivalent to the rate of the residual penalty payment.

#### 17.2.3 *Timing of Time Off*

- (a) Time off instead of payment for overtime is to be granted and taken as agreed between Australia Post and the employee and within agreed time frames.
- (b) Where it is not practicable for time off to be granted or taken within the agreed time frame, the employee is to be paid for the overtime worked at the prescribed rate of payment.

#### 17.2.4 *Eligibility*

Time off instead of payment for overtime only applies to employees who are eligible to receive overtime payments in accordance with clause 17.1.

### **17.3 Minimum Overtime Payment**

#### 17.3.1 *Four Hour Minimum*

Subject to this clause, where an employee is required to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment payable for each separate overtime attendance is for four hours at the prescribed overtime rate. An exception to the minimum overtime payment payable applies to a part-time employee whose ordinary hours of duty for that day are less than four hours, in which case the minimum extra payment is the prescribed ordinary hours of duty for that day.

#### 17.3.2 *Meal Breaks Disregarded*

For the purpose of this clause, meal breaks are disregarded.

#### 17.3.3 *Duty after Midnight*

Where an overtime attendance not continuous with ordinary duty, involves duty both before and after midnight, it is regarded as one attendance for minimum payment purposes. Where a higher overtime rate applies on one of the days, the minimum payment is calculated at the higher rate.

#### 17.3.4 *Restriction*

An employee, who is required to remain contactable and available to perform duty outside ordinary hours of duty and is required to actually perform such duty, is paid overtime in accordance with this clause subject to the following minimum payments:

- (a) where not recalled to the workplace, a minimum payment of one hour applies; and
- (b) where recalled to the workplace, a minimum payment of three hours applies.
- (c) Provided that where duty is performed more than once, the minimum overtime payment provisions of clauses 17.3.4(a) and 17.3.4(b) do not operate to increase an employee's overtime remuneration beyond that which would have been received had the employee remained on duty from the commencing time of duty on one

attendance to the ceasing time of duty on a subsequent attendance.

#### 17.3.5 *Overtime to Restore Essential Services*

- (a) An employee may be required to perform duty away from the normal workplace outside ordinary hours of duty in order to restore essential services in emergency circumstances either by using a remote computer terminal or by providing technical advice over the telephone.
- (b) Where an employee performs duty in accordance with clause 17.3.5(a), the provisions in clause 17.3.4 apply.

### **17.4 Rest Relief after Overtime**

#### 17.4.1 *10 Hour Break*

- (a) An employee, after the completion of overtime and ordinary duty on one day/shift, must be given at least 10 consecutive hours off duty, including travelling time, before resuming any duty on the next day/shift. Any absence during ordinary working time which occurs within the 10 hours will be without loss of salary.
- (b) Provided that if such an employee is required by Australia Post to resume or continue work without having had 10 consecutive hours off duty the employee is to be paid at double rates until released from duty for that period, and will then be entitled to be absent for 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during that absence.

#### 17.4.2 *Eligibility*

The rest relief after overtime provisions clause 17.4 apply only to employees who are eligible for overtime payment.

### **17.5 Emergency Duty**

#### 17.5.1 *Eligibility*

Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given prior to ceasing duty, the employee shall be paid for such emergency duty at the rate of 200%.

#### 17.5.2 *Travel Time Included*

The time for which payment shall be made shall include time necessarily spent in travelling to and from duty.

#### 17.5.3 *Minimum Payment*

The minimum overtime payment provisions in clause 17.3 do not apply to emergency duty. The minimum payment for emergency duty shall be for 2 hours at 200%.

#### 17.5.4 *Rest Relief*

The rest relief after overtime provisions in clause 17.4.1 apply to overtime worked in the circumstances covered by emergency duty in clause 17.5 only where the actual time worked (excluding travelling time) is at least two hours on each call.

### **17.6 Restriction Duty**

#### 17.6.1 *Restriction Direction*

Australia Post may direct an employee to be contactable and available to perform extra duty outside the employee's ordinary hours of duty, subject to payment under this sub-clause.

#### 17.6.2 *Eligibility for Payment*

Payment will be subject to the following conditions:

- (a) except with the approval of Australia Post, employees employed in classifications of Administrative Officer Level 6 or Postal Manager Grade 3 are not eligible to receive payment;
- (b) the provisions of clause 17.5 will not apply where an employee is recalled to duty while restricted.

### 17.6.3 Rate of Payment

An employee who is required to remain contactable and available to perform extra duty outside the employee's ordinary hours of duty will, subject to clause 17.6.2, be paid an allowance:

- (a) at a rate of 7.5% of the employee's hourly rate of salary for each hour restricted Monday to Friday;
- (b) at a rate of 10% of the employee's hourly rate of salary for each hour restricted Saturday and Sunday;
- (c) at a rate of 15% of the employee's hourly rate of salary for each hour restricted on public holidays and rostered days off;
- (d) a rostered day off in this clause is a day which has been accrued by an employee on a Reduced Attendance Roster and is not a day off that is rostered for a shift worker as part of the pattern of work.

### 17.6.4 Salary

An employee's salary for the purpose of calculation of the allowance under clause 17.6.3 includes:

- (a) higher duties allowance; or
- (b) the normal salary applicable to the position, the occupant of which is required to be restricted, whichever is the higher; and
- (c) any other allowances in the nature of salary.

### 17.6.5 Calculation

The hourly rate of payment will be calculated as follows:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{36.75} \times \text{\% of salary prescribed in clause 17.6.3}$$

### 17.6.6 Part Hour

The allowance payable under this sub-clause is payable for each hour or part hour during which the employee is restricted outside the employee's ordinary hours of duty.

### 17.6.7 No Concurrent Payment

Any part of a period of restriction for which the employee receives another payment, for example a period when overtime or excess travelling time payments are made, will not be included in the period of restriction for calculating payments under clause 17.6.3.

### 17.6.8 Excess Travelling Time

The provisions of clause 18 - Excess Travelling Time apply to an employee who is in a restriction situation for travelling time involved in a recall to duty. Where an employee in a restriction situation is not eligible for Excess Travelling Time for the time spent in travelling for a recall to duty, the relevant restriction allowance payable under clause 17.6.3 will be paid for the time spent in travelling.

## 18 Excess travelling time

### 18.1 Excess Travel

An employee who is travelling or on duty away from the employee's head station will be paid for the time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:

- (a) the employee's usual hours of duty for the day; and
- (b) the time necessarily spent between departing from home and commencing duty at the employee's head station and the time necessarily spent between ceasing duty at the head station and arrival at home.

### 18.2 Minimum Time

Payment will not be made unless the excess time is more than:

- (a) 0.5 hours in any 1 day; or
- (b) 2.5 hours in any pay period in the case of an employee whose ordinary hours are confined to 5 days of the week; or
- (c) in the case of a part-time employee who works on less than 5 days per week, an amount of time in any pay period determined by multiplying the number of days worked each pay period by 15 minutes. **For example:** if a part-time employee works 4 days per week, excess travelling time would not be payable under this provision unless the excess time is more than 2 hours in a pay period determined by multiplying 8 days worked each pay period by 15 minutes.

### 18.3 Maximum Time

Payment will not be made for more than 5 hours in any one day.

### 18.4 Rate

The rate of payment is:

- (a) Mondays to Saturdays – single time; and
- (b) Sundays and Public Holidays – single time and one half.

### 18.5 Head station

The term **head station** for the purpose of this clause means:

- (a) Fixed Place of Work  
For employees who are required ordinarily to work day by day at the same fixed place for work - the place so fixed by Australia Post; and
- (b) Variable Place of Work  
For employees whose place of work is variable within a specified district - a place within the district fixed by Australia Post and advised in writing to the employee.

### 18.6 Travelling Time

Travelling time includes:

- (a) Waiting Time for Public Transport  
The time during which an employee has to wait for change of trains or other scheduled conveyance and/or trains or other scheduled conveyance between the advertised and actual time of departure;
- (b) Waiting Time at Work Scene  
In the case of an employee not absent from the permanent or temporary head station overnight, the time spent by that employee outside the usual hours of duty for the day in waiting between the time of arrival at the scene of work and the time of commencement of work, and/or between the time of ceasing work and the time of departure of the first available train or other means of conveyance; and
- (c) Travelling Time on Transfer  
Time spent in travelling on transfer in all cases where transfer expenses are allowed except where the transfer involves promotion which carries increased pay.



- (d) Travelling Time Does Not Include:
- (i) time of travelling in which an employee is required to perform any duty while travelling or walking, or cycle or drive a vehicle in which case the time spent on such activities is regarded as duty; and
  - (ii) time of travelling by train between 10.30pm and 7.00am where a sleeping berth is provided on the train, or any time of travelling (day and night) by train from one capital city to another where a sleeping berth is provided.

### **18.7 Employee Required to Work within a District**

An employee may be required to work at any place within a district and may be required to proceed direct to that place of work without proceeding to the head station. If the time necessarily spent by an employee in proceeding direct to and returning from such a place of work establishes a claim for payment for excess travelling time, it shall be dealt with under the general provisions of this clause.

### **18.8 Eligibility**

An employee being paid at a level of Administrative Officer 6 or Postal Manager Grade 3 is not entitled to payment for excess travelling time.

### **18.9 Meaning of a Day**

A day means from midnight to midnight.

### **18.10 Excess Fares**

If an employee incurs excess fares in travelling to and/or from a temporary station, refer to clause 14.3.

## **19 Shift work**

### **19.1 Shift Penalties**

#### **19.1.1 Ordinary Duty Between 6.00pm and 6.30am**

An employee who is rostered to perform and performs ordinary duty on a shift, any part of which falls between the hours of 6.00pm and 6.30am, will be paid an additional 15% of salary for that shift.

#### **19.1.2 Ordinary Duty Wholly Between 6.00pm and 8.00am**

A full-time employee, who is required to work ordinary hours continuously for a period exceeding 4 weeks on a shift falling wholly within the hours of 6.00pm and 8.00am, shall be paid an additional 30% of salary for that shift.

#### **19.1.3 Part-time Employees**

- (a) A part-time employee who is required to work ordinary hours for a period exceeding 4 weeks on a shift falling wholly within the hours of 9.00pm and 6.30am, shall be paid an additional 30% of salary for that shift.
- (b) A 30% shift penalty will apply to a part time employee where the employee's rostered shift hours exceed 4 weeks and the shift commences between midnight and 4.00am, and finishes before 8.00am. Clause 19.1.3(a) continues to apply in other circumstances.

#### **19.1.4 Saturday Ordinary Duty**

For all rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday, an employee shall be paid at the rate of 50% additional to the ordinary rate of pay.

#### **19.1.5 Sunday Ordinary Duty**

For all rostered time of ordinary duty performed between midnight on Saturday and midnight on Sunday, an employee shall be paid at the rate of single time additional to the ordinary rate of pay.

#### 19.1.6 *Public Holiday Duty*

Subject to this clause, for duty which is not in excess of the prescribed weekly hours on a day which is a public holiday in accordance with clause 29 - Public Holidays, an employee shall be paid an extra payment at the rate of time and a half for the actual time worked on the holiday. However, except with the approval of Australia Post, an employee being paid at a level of Administrative Officer Level 6 or Postal Manager Grade 3 is not eligible for payment under this paragraph other than for rostered duty.

### **19.2 Payments Stand Alone**

The additional payments prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based upon salary, nor will they be paid with respect to any shift for which any other form of penalty payment is made under this Agreement.

### **19.3 Payment During Training Courses**

Shift penalties prescribed by clause 19.1 will be paid during attendance at a management initiated training course or other approved training in relation to Occupational Health and Safety for any shifts which an employee would have performed but for attendance at the course.

### **19.4 Payment During Annual Leave**

Shift penalty payments will be made in respect of any duty (other than on Public Holidays) which an employee would have performed had the employee not been on approved annual leave, subject to the conditions specified in clause 20.8 - Annual Leave Loading.

### **19.5 Exchange of Shifts / Substitute Employee**

#### 19.5.1 *Exchange of Shifts*

An employee is allowed to exchange duties or shifts or days off, or to perform duty for another employee, with the approval of the manager.

#### 19.5.2 *Substitute Employee*

An employee who has conscientious scruples against attending for duty on a day of religious observance may apply for permission to furnish a substitute employee.

#### 19.5.3 *Shift Trafficking*

- (a) Trafficking in shift exchanges is prohibited. Any employee who demands or accepts, by demand or arrangement, money or any other form of benefit in kind for arranging exchange of shifts, duties or days off will be instantly dismissed.
- (b) Any supervisor or manager who knowingly condones any of the prohibited exchange activities outlined in clause 19.5.3(a) will also be dismissed.

### **19.6 Stretch Of Shift**

19.6.1 Employees whose ordinary hours of duty, broken or unbroken, exceeds 10 hours in the case of Mail Officers, or 12 hours in the case of other employees, shall be paid at ordinary rates of pay, in addition to salary (but not in addition to overtime), for all time actually worked beyond the said period of 10 or 12 hours as the case may be.

19.6.2 Provided that in cases where Postal Delivery Officers begin work before 6.00am and their stretch of shift exceeds 11 hours, the additional payment shall be made in respect of all time actually worked in excess of the said 11 hours.

### **19.7 Interval Between Shifts**

19.7.1 Shifts shall be arranged so that an employee has a minimum break of 10 hours continuously off duty between shifts.

19.7.2 Provided that this clause will not operate in cases of emergency certified by the officer-in-charge and notified to the employees concerned by posting up the same in some convenient place, nor in cases of regular changeover of shifts.

## **19.8 Duty On A Public Holiday**

### **19.8.1 Minimum Payment**

The minimum extra payment payable for ordinary duty on a public holiday for each separate attendance will be for four hours. The exceptions to this are where employees are in any restriction situation, when the minimum extra payment will be for 3 hours; or where employees are part-time and the prescribed normal hours of duty for that day are less than 4 hours, in which case the minimum extra payment is the prescribed hours. Where more than one attendance is involved, the minimum payment provisions payable under this clause will not exceed the amount that would have been payable if the employee had remained on duty from the commencing time of duty on the previous attendance to the ceasing time of duty on a subsequent attendance.

- (a) For the purposes of clause 19.8.1:
  - (i) duty broken by a meal period shall not constitute more than one attendance; and
  - (ii) the minimum extra payment shall not be applicable to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or on the day succeeding the holiday.

### **19.8.2 Day Off Instead of Holiday**

A seven day shift worker who is rostered off duty on a public holiday will be granted a day's leave in lieu of that holiday within one month, if practicable, after the holiday or paid one day's pay at ordinary rates.

### **19.8.3 Christmas and Substitute Holiday**

Where 25 December falls on a Saturday or Sunday and another day is provided as a substitute holiday under the provisions of clause 29.2.1, an employee who works on both 25 December and the substitute day will only be paid at the holiday rate for duty on 25 December. The payment for duty on the substitute day will be in accordance with clauses 19.1.4 - Saturday Ordinary Duty, 19.1.5 - Sunday Ordinary Duty or 17.1 - Overtime – General Conditions, as appropriate.

## **19.9 Consultation where changes impact shift penalties generally**

- 19.9.1 Australia Post recognises that shift penalties are an important component of existing employees' take home pay. While it is understood that through the life of this agreement Australia Post will need to make workplace changes to help strengthen its operations in the face of significant commercial challenges, Australia Post will through its best endeavours aim to ensure that it maintains shift penalty rates for those employees who currently receive shift penalty rates, except in circumstances where an employee elects to transfer to a position which did not attract penalty rates at the time of the position becoming vacant. Where any workplace changes are proposed, that may have an impact on shift penalty rates, it is agreed that consultation will occur in a timely manner between relevant senior management and the Union (this also includes transfer requests by employees on compassionate grounds).

## 20 Annual leave

### 20.1 Entitlement

- 20.1.1 For each year of service with his or her employer, an employee is entitled to:
- (a) four weeks of paid annual leave; or
  - (b) if the employee performs duty in a prescribed remote locality, four weeks of paid annual leave and an additional period of annual leave commensurate with the level of hardship associated with that location.
- 20.1.2 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 20.1.3 'Service' has the same meaning as is contained in the FW Act, save that a period of approved leave without pay of up to and no more than 22 working days (continuous or aggregated) will count as service.

### 20.2 Seven day shift workers

- 20.2.1 In addition to the annual leave entitlement in clause 20.1, under the NES an employee who is a seven day shift worker is entitled to an additional week of annual leave per year.
- 20.2.2 The additional leave for seven day shift workers will accrue at a rate of 1/10 of a week for each Sunday a seven day shift worker is rostered to work.
- 20.2.3 Rostered Sunday overtime shifts do not count for the purposes of clause 20.2.2 where such shifts are less than 3 hours duration. Where a rostered overtime shift commences on a Saturday and extends into Sunday or commences on a Sunday and extends into Monday it is deemed to be a Sunday overtime shift for the purposes of this clause.
- 20.2.4 Where a seven day shift worker is rostered to work on less than 10 Sundays per year, the shift worker is not entitled to the additional week of leave but shall be granted a pro-rata entitlement at the rate of 1/10 of a working week in respect of each Sunday worked.

- 20.2.5 A part-time employee who satisfies the definition of seven day shift worker is not eligible for the additional annual leave unless the employee is usually rostered to work for at least 5 shifts each week or at least the number of shifts a week on average of an equivalent full-time employee.

### 20.3 Taking paid annual leave

- 20.3.1 Where a period of absence is granted for annual leave, the annual leave credit of the employee is reduced by the period of the leave.
- 20.3.2 If a period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- 20.3.3 The granting of annual leave is subject to the following conditions:
- (a) an application for leave must be submitted in the prescribed manner;
  - (b) an employee will be allowed to take annual leave in whole or in part, at a time convenient to the employee, consistent with the operational requirements of Australia Post and having regard to employee and/or workplace requests; and
  - (c) where operational or audit requirements necessitate, Australia Post may roster an employee to take leave at a nominated time, whether or not an application has been made by the employee.
- 20.3.4 Ordinarily leave is to be taken in the year in which it accrues.
- 20.3.5 An employee is not allowed to take leave in excess of available credits, except with the approval of Australia Post.
- 20.3.6 If, at any time, the leave credit of an employee exceeds eight weeks, Australia Post may direct the employee to take an amount of annual leave that will reduce the annual leave credit to eight weeks.

#### **20.4 Advance Payment**

An employee proceeding on annual leave who has requested payment at least three weeks prior to the commencement of leave is entitled to receive payment in advance.

#### **20.5 Cashing Out Annual Leave**

20.5.1 Australia Post may agree to cash out part of an employee's accrued annual leave provided that in each case:

- (a) the employee's remaining accrued entitlement to paid annual leave is not less than 6 weeks (or 4 weeks in the case of a seven day shift worker); and
- (b) each cashing out must be the subject of separate agreement in writing between Australia Post and the employee; and
- (c) the employee must be paid at the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- (d) each request to cash out is made only once per calendar year in accordance with Australia Post procedures.

#### **20.6 Termination Payment**

20.6.1 In addition to any other amounts payable under this Agreement, Australia Post must pay to an employee whose employment ceases, an amount equal to the salary that would have been payable had the employee commenced annual leave for a period equivalent to credits at the time of cessation, including annual leave loading.

#### **20.7 Recovery of Payments**

Nothing in this clause affects Australia Post's rights to recover salary in respect of a period of leave granted in excess of an employee's credit.

#### **20.8 Annual Leave Loading**

20.8.1 *Amount*

In addition to any amounts payable during a period of annual leave, an employee shall, for the period of leave, receive a loading of the greater of:

- (a) 17.5% of the salary of the employee as at the commencement of the period of leave; or
- (b) any additional payments for shift, Saturday or Sunday duty not in excess of prescribed weekly hours which the employee would have performed had annual leave not been taken.

20.8.2 *Timing of Payment*

Payment of the Annual Leave Loading is to be made at the same time as payment for such leave.

## 21 Personal leave

**21.1** The provisions of this clause apply to permanent and fixed term full-time and part-time employees (on a pro-rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 10.

### 21.2 Definitions

The term **immediate family** has the same meaning as is contained in the FW Act.

### 21.3 Amount of Paid Personal Leave

21.3.1 Paid personal leave is available to an employee, other than a casual employee, when the employee is absent:

- (a) due to personal illness or injury (sick leave); or
- (b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency (carer's leave).

21.3.2 The amount of personal leave to which a full-time employee is entitled depends on how long the employee has worked for Australia Post and accrues as follows:

Period of Employment	Day(s)
On completion of each 20 days continuous employment during the first 12 months, subject to a maximum of 15 days	1
On completion of 12 months employment	15
On completion of each additional 12 months employment	15

### 21.4 Unused Personal Leave

21.4.1 In any year, unused personal leave accrues at the rate of the lesser of:

- (a) 15 days less the amount of sick leave and carer's leave taken from the current year's personal leave entitlement in that year; or
- (b) the balance of that year's unused personal leave.

#### 21.4.2 Maximum Accrual

- (a) Personal leave can therefore only accrue at a maximum rate of 15 days per year, such leave is cumulative.

### 21.5 Personal Leave to Care for an Immediate Family or Household Member (Carer's Leave)

21.5.1 The entitlement in clause 21.3.1(b) is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances, an employee is not entitled to take carer's leave under this clause if another person has taken leave to care for the same person.

### 21.6 Employee Must Give Notice

The manager or another appropriate employee must be informed, prior to the commencement of duty, if practicable, of the employee's inability to attend for duty. In the case of carer's leave the employee shall, wherever practicable, give Australia Post notice of the leave prior to the absence, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### 21.7 Evidence Supporting Claim

21.7.1 An application for sick leave must be supported by the certificate of a duly qualified medical practitioner or other evidence approved by Australia Post.

21.7.2 In relation to the provision of evidence for carer's leave:

- (a) for carer's leave of a single day duration, where it is not feasible to obtain a medical certificate for that single day's absence, the employee may instead provide a statutory declaration establishing the illness of the person to whom the carer's leave relates and indicating that the employee is responsible for the care of the person concerned; and

- (b) for carer's leave of more than a single day duration, the employee must provide a medical certificate establishing the illness of the person to whom the carer's leave relates and indicating that the employee is responsible for the care of the person concerned.

21.7.3 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by Australia Post, establish by production of documentation acceptable to Australia Post or a statutory declaration of the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

### **21.8 Unpaid Personal Leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Australia Post and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days per occasion, provided the requirements of 21.6, 21.7.2 and 21.7.3 are met.

### **21.9 Sick Leave Without Certificate**

21.9.1 Despite 21.7.1 and subject to the availability of credits, Australia Post may grant sick leave without production of a medical certificate for up to 36.75 hours in any sick leave year, subject to any such leave not exceeding 3 continuous days.

21.9.2 Except as provided in clause 21.9.1, where sick leave is granted without production of medical evidence, such leave is without pay.

### **21.10 Sick Leave Debits**

Sick leave taken by an employee is debited against available sick leave credits, except where sick leave taken on a Public Holiday, which but for the sick leave would have been observed, is not debited.

### **21.11 Illness During Annual Leave**

If an employee produces satisfactory medical evidence of illness during annual leave, the absence will be recorded as sick leave and annual leave recredited accordingly, provided:

- (a) the employee has obtained a medical certificate;
- (b) the medical evidence indicates the employee was unfit for duty;
- (c) sick leave for not less than 1 day was needed;
- (d) sick leave credits are available; and
- (e) the medical evidence is provided at the time of illness or if that is not possible as soon as practicable thereafter.

### **21.12 Failure to Produce Satisfactory Evidence**

Despite anything else contained in this clause, where an employee has failed to produce satisfactory evidence to support an application for sick leave, Australia Post may direct that employee, in writing, that all future applications for sick leave for such period as is specified in the direction must be supported by evidence in accordance with clause 21.7.1.

### **21.13 Employee to Provide Medical Report**

21.13.1 Australia Post may require an employee to furnish a medical report or undergo an examination by a medical practitioner nominated by Australia Post where the employee:

- (a) may be unfit or incapable of discharging duties;
- (b) may be a danger to other employees or members of the public due to state of health;
- (c) has been absent through illness for a continuous period exceeding 13 weeks; or
- (d) has been absent through illness and the authorised employee believes that the employee is not fit to resume duty.

21.13.2 An employee who is required to furnish a medical report or undergo a medical examination under clause 21.13 must do so as soon as practicable.

21.13.3 Australia Post will follow the WorkReady Process (Attachment L), as agreed from time to time between Australia Post and the Union, in requiring an employee to furnish a medical report in relation to a possible work related injury.

#### **21.14 National Attendance Guidelines Procedures**

Australia Post agrees that under the National Attendance Guidelines (or any replacement Guidelines) it will not:

- (a) identify individual employees for attendance improvement management based on specified trigger points in an arbitrary or automatic manner which does not have regard to personal circumstances; or
- (b) direct employees to attend Australia Post Nominated Doctors for same day medical assessments.

#### **21.15 Maximum Period**

The maximum period of absence which may be approved with pay in respect of a continuous absence through illness is 52 weeks.

#### **21.16 Sick Leave Without Pay**

An employee who has exhausted all leave allowable with pay may be granted leave without pay, provided that:

- (a) in respect of the first year of continuous employment, the aggregate period of any sick leave without pay must not exceed 20 days; and
- (b) in respect of any continuous period of absence thereafter, leave with and without pay must not exceed 78 weeks.

#### **21.17 Invalidity Retirement Date**

The retirement of an employee on the ground of invalidity or on the ground of inability or incapacity for medical reasons shall not, except with the consent of the employee, be effected earlier than the date on which the employee's sick leave credit is exhausted. However this is subject to the following:

- (a) the continuous period for which an employee may be granted sick leave on full pay immediately prior to retirement must not exceed 52 weeks; and
- (b) a further credit of sick leave does not accrue subsequent to the date of the decision to retire the employee.

#### **21.18 Reappointment after retirement**

An employee who has been retired on the grounds of invalidity or inability or incapacity for medical reasons, if subsequently reappointed, is to be re-credited with the sick leave credits held immediately prior to retirement.

#### **21.19 War service sick leave**

Despite anything contained in this clause, where satisfactory medical evidence is produced that absence from duty was on account of illness which originated from war service, the employee may be granted war service sick leave. War service sick leave is paid leave, and counts as service for all purposes. Where war service sick leave credits have expired, the employee may apply for sick leave under this clause.

#### **21.20 Recognition of Prior Public Employment**

21.20.1 Continuous employment with one or more other public employers may be regarded as service with Australia Post for sick leave purposes. For permanent employees, employment is regarded as continuous if any break in public employment does not exceed two months.

21.20.2 Public employers in this provision has the same meaning as public employers who are covered by the prior service provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.



## 22 Compassionate leave

### 22.1 Entitlement

An employee is entitled to up to two days (and in the case of a death, up to three days) of paid compassionate leave for each occasion (a permissible occasion), subject to the production of satisfactory evidence required by Australia Post, when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

### 22.2 Taking of compassionate leave

22.2.1 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 22.1; or
- (b) after the death of the member of the employee's immediate family or household referred to in clause 22.1.

22.3 An employee must give Australia Post notice of taking compassionate leave:

- (a) as soon as practicable (which may be a time after the leave has started); and
- (b) provide details of the period or expected periods of the leave.

22.4 An employee may take compassionate leave for a particular permissible occasion if the leave is taken as:

- (a) a single continuous period; or
- (b) separate periods of 1 day each up to the total number of days; or
- (c) any separate periods to which the employee and Australia Post agree.

### 22.5 Personal illness or injury

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### 22.6 Immediate family

The term immediate family has the same meaning as is contained in the FW Act.

## 23 Parental leave

23.1.1 Subject to the terms of this clause, or more beneficial terms in the FW Act applying to an employee, employees are entitled to Maternity, Paternity and Adoption Leave and to work part-time in connection with the birth or adoption of a child.

23.1.2 The provisions of this clause apply to permanent and fixed term full-time and part-time employees and eligible casual employees, but do not apply to other casual employees.

23.1.3 An **eligible casual employee** means a casual employee:

- (a) employed by Australia Post on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an on-going period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

23.1.4 For the purposes of this clause, continuous service is work for Australia Post on a regular and systematic basis (including any period of authorised leave or absence).

23.1.5 Australia Post must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

23.1.6 The rights of Australia Post in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### 23.2 Definitions

23.2.1 For the purpose of this clause, child means:

- (a) a child of the employee; or
- (b) a child under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

23.2.2 Subject to clause 23.2.3, in this clause spouse includes a de facto or former spouse.

23.2.3 In relation to clause 23.7 - Adoption Leave, spouse includes a de facto spouse but does not include a former spouse.

### **23.3 Basic Entitlement**

After twelve months continuous service, an employee who becomes a parent is entitled to a total of 52 weeks parental leave in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption. For the avoidance of doubt, this clause does not limit entitlements provided to employees under the FW Act that are more generous than those set out in this clause.

### **23.4 Maternity leave**

23.4.1 An employee is entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.

23.4.2 An employee who is entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* provision will be granted an additional two weeks' paid leave (or a total of 14 weeks' paid leave) to count as service immediately following the completion of paid maternity leave. In applying this provision:

(a) the additional two weeks' paid leave will be counted towards the maximum period of 52 weeks of paid and unpaid maternity leave; and

(b) the qualifying period of 12 months continuous service for paid maternity leave still applies.

### **23.5 Special Maternity Leave**

Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

### **23.6 Paternity Leave**

23.6.1 An employee is entitled to unpaid paternity leave for up to 52 weeks after the birth of a child of a spouse.

23.6.2 An employee will provide to Australia Post at least ten weeks prior to each proposed period of paternity leave:

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

(b) written notification of the dates on which he proposes to start and finish the period of paternity leave.

23.6.3 The employee will not be in breach of clause 23.6.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### **23.7 Adoption Leave**

23.7.1 An employee is entitled to unpaid adoption leave for up to 52 weeks after the adoption of a child.

23.7.2 The employee will notify Australia Post at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

23.7.3 Australia Post may require an employee to provide confirmation from the appropriate government authority of the placement.

23.7.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify Australia Post immediately and Australia Post will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

23.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

23.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and Australia Post should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, Australia Post may require the employee to take such leave instead.

### **23.8 Variation of period of parental leave**

Unless agreed otherwise between Australia Post and employee, an employee may apply to Australia Post to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

### **23.9 Parental leave and other entitlements**

23.9.1 An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under clause 23.13.1:

- (a) managers will grant any application for access to these leave credits for up to one week for paternity leave or adoption leave purposes during the period within 3 weeks of the birth or adoption. The employee is to provide the manager with appropriate evidence of the birth or adoption of the child as well as appropriate notice; and
- (b) managers will be encouraged to give favourable consideration to any application by an employee for use of accrued annual leave or long service leave credits in excess of one week for paternity leave and adoption leave purposes, subject to sufficient notice being given by the employee of the expected commencement date of such leave and the period of leave to be taken.

### **23.10 Transfer to a safe job**

23.10.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if Australia Post deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

23.10.2 If the transfer to a safe job is not practicable, then the employee may be entitled to paid or unpaid no safe job leave in accordance with the FW Act. If the employee is not entitled to this leave, the employee may elect, or Australia Post may require the employee, to commence maternity leave for such period as is certified necessary by a registered medical practitioner.

### **23.11 Returning to work after a period of parental leave**

23.11.1 An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

23.11.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 23.10, the employee will be entitled to return to the position they held immediately before such transfer.

23.11.3 Where such position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

### **23.12 Replacement employees**

23.12.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

23.12.2 Before Australia Post engages a replacement employee, it must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **23.13 Right to request**

- 23.13.1 An employee entitled to parental leave pursuant to the provisions of this clause may request Australia Post to allow the employee:
- (a) to extend the period of unpaid maternity leave, paternity leave or adoption leave by a further continuous period of leave not exceeding 12 months; or
  - (b) to return from a period of parental leave with a change in working arrangements (including on a part-time basis) while the child:
    - (i) is under school age; or
    - (ii) is under 18 and has a disability
- to assist the employee in reconciling work and parental responsibilities.
- 23.13.2 Australia Post shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Australia Post's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 23.13.3 The employee's request and Australia Post's decision made under clause 23.13 must be recorded in writing.
- 23.13.4 Where an employee wishes to make a request under clause 23.13.1(b), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return from parental leave.

### **23.14 Communication during parental leave**

- 23.14.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Australia Post shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 23.14.2 The employee shall take reasonable steps to inform Australia Post about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 23.14.3 The employee shall also notify Australia Post of changes of address or other contact details which might affect Australia Post's capacity to comply with clause 23.14.1.

## 24 Requests for flexible working arrangements

### 24.1 Employee may request change in working arrangements

24.1.1 An employee who is a parent, or has responsibility for the care, of a child may request the employer for a change in working arrangements to assist the employee to care for the child if the child:

- (a) is under school age; or
- (b) is under 18 and has a disability.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

24.1.2 The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee – the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee – the employee:
  - (i) is a long term casual employee of the employer immediately before making the request; and
  - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

### 24.2 Formal requirements

24.2.1 The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

### 24.3 Agreeing to the request

24.3.1 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

24.3.2 The employer may refuse the request only on reasonable business grounds.

24.3.3 If the employer refuses the request, the written response under clause 24.3.1 must include details of the reasons for the refusal.

## 25 Study/Examination leave

Study and examination leave may be granted to approved students in accordance with Australia Post's Principal Determination.

## 26 Leave to attend as witness in industrial proceedings

**26.1** Leave without deduction from ordinary pay shall be granted to any employee summoned to appear as a witness in proceedings under the FW Act as may be amended from time to time. The leave shall be only for such time as that employee is necessarily absent from duty attending as a witness.

**26.2** Leave granted under this clause shall count for all purposes as period of service.

## 27 Jury service

### 27.1 Leave Granted

An employee summoned as a juror shall promptly notify the appropriate supervisor and shall be granted leave of absence on full pay for the period necessary for the attendance at court.

### 27.2 Jury Fees

An employee must pay to Australia Post so much of any jury fees received less costs necessarily incurred as Australia Post considers reasonable.

## 28 Work/Life

**28.1** The Parties are committed to the application of work/life initiatives throughout all workplaces but recognise that such initiatives must be mutually beneficial to both the business and employees and consistent with operational needs.

**28.2** The Parties agree:

- (a) to promote work/life initiatives provided such arrangements are negotiated and agreed to by management and the employee and meet the operational needs of the business:
  - (i) extension of short term absences for non-family purposes provided the make-up and time off arrangements are jointly agreed;
  - (ii) 48/52 mode of employment where the arrangements made are cost neutral to the business;
  - (iii) use of time in lieu arrangements;
  - (iv) job sharing;
  - (v) employment breaks for up to 3 years for family leave purposes.

**28.3** An employee may access normal grievance provisions to appeal against any refusal based on operational needs.

## 29 Public holidays

### 29.1 Designated Holidays

The following days will be observed as public holidays:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) the following days, as prescribed in the relevant States, Territories and localities:
  - (i) Australia Day;
  - (ii) Anzac Day;
  - (iii) Queen's Birthday; and
  - (iv) Eight Hours' Day or Labour Day; and
- (c) in addition to the holidays prescribed in clauses 29.1(a) and 29.1(b), the following days shall be observed as holidays:
  - (i) **New South Wales:** An Authorised Holiday on the same day as determined by Australia Post to apply nationally;

- (ii) **Victoria:** Melbourne Cup Day or local equivalent;
- (iii) **Queensland:** Royal National Show or the day gazetted for the local show in the appropriate area;
- (iv) **South Australia:** Adelaide Cup Day;
- (v) **Western Australia:** Foundation Day;
- (vi) **Tasmania:** Royal Hobart Regatta (Southern Tasmania) or Recreation Day (Northern Tasmania);
- (vii) **Northern Territory:** Picnic Day;
- (viii) **ACT:** Canberra Day.

### 29.2 Substitute Holidays

#### 29.2.1 Christmas Day

When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.

#### 29.2.2 Boxing Day

When Boxing Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.

#### 29.2.3 New Year's Day or Australia Day

When New Year's Day or Australia Day falls on a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

### 29.3 Local Holidays

#### 29.3.1 Local Substitution Holiday

Where in a State or Territory or locality within a State or Territory, another day is declared or prescribed in substitution for a holiday mentioned in this clause, then that day shall be deemed to be a holiday for the purpose of this Agreement.

#### 29.3.2 Additional Local Holidays

Where in a State, Territory or locality, public holidays are declared, or prescribed on days other than those set out in clauses 29.1 and 29.2, those days are regarded as additional holidays for the purpose of this Agreement provided that such additional holidays must not exceed, in the whole, two days in any period of twelve months commencing on 5 January.

### 29.4 Substitution of Public Holidays By Agreement

Australia Post and an individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as a public holiday in the employee's workplace.

## 30 Temporary part-time support services officers

### 30.1 Scope

The provisions in this clause only apply to temporary part-time Support Services Officers who were employed at 27 December 1995 under the Australia Post (Postal Workers) Award 1985 [A0170] and who elected to remain under the conditions in that award instead of transferring to the standard permanent part-time conditions, contained in the Australia Post Operations Award 1999 and the Australia Post General Conditions of Employment Award 1999. The standard permanent part-time conditions do not apply to employees covered by this clause unless otherwise specified.

### 30.2 Rates of pay

#### 30.2.1 Rate of pay

Employees are to be paid no less than the hourly rate which is the equivalent (calculated on a 36.75 hour week basis) of the minimum rate prescribed for a full-time Support Services Officer of the appropriate level.

#### 30.2.2 Loading

This hourly rate is to be increased by a loading of 12.5% for all time worked up to and including 7 hours 21 minutes in any day or 36.75 hours in any week with the following exception. The loading is not applied where it would raise the total salary for a period of 7 hours 21 minutes or less in any day or a period of 36.75 hours or less in any week beyond the total salary that an employee earning the same hourly rate without the 12.5% loading would earn for a total of 7 hours 21 minutes in a day or a total of 36.75 hours in a week as the case may be.

#### 30.2.3 Minimum payment

Irrespective of the rate of pay prescribed at clause 30.2.1 and the loading at clause 30.2.2, an employee must be paid a minimum of two hours pay for attendance on any day or shift.

#### 30.2.4 Loading on annual leave

The 12.5% loading prescribed in clause 30.2.2 is to continue to be paid during annual leave.

### 30.3 Leave

An employee employed under this clause is entitled to the same annual and personal leave conditions as permanent part-time employees.

### 30.4 Overtime, holidays, shift, Saturday, Sunday Duty

An employee employed under this clause is entitled to the same conditions as permanent part-time employees in respect of:

- (a) Holidays and holiday duty;
- (b) Shift duty;
- (c) Saturday duty;
- (d) Sunday duty; and
- (e) Overtime.

## 31 Notice boards

To facilitate work related communication between employees and their Union and/or employee representatives at the workplace, the employer will permit the use of notice boards. The employer retains the right to reject and remove the posting of any material which is not in relation to this Agreement or is not authorised by the Divisional or Branch Secretary or equivalent Union position.

## 32 Uniforms

- 32.1** Australia Post will hold a national uniform forum annually at which general discussion can occur on issues relating to the national management of uniforms. This national forum may occur as two separate meetings to ensure issues specific to Postal Services uniforms and Retail Services uniforms are properly addressed. The national forum will be made up of national representatives with no more than four participants from Australia Post, and four participants from the Union.
- 32.2** Australia Post is of the view that a good method of assessing the suitability and wearability of uniforms is through the use of focus groups. Focus groups will be established on an “as needs” basis to assess the suitability and functionality of new uniform items. The Union covering the relevant employee classifications to utilise the uniforms being tested may nominate up to 30% of the employee participants in any uniform focus group established. For example, if a uniform focus group is to involve 60 employee participants, then the relevant Union/s may nominate collectively up to 18 employees to participate in that uniform focus group.
- 32.3** Australia Post intends to conduct a review of the current Clothing Manual during the life of this Agreement. The Clothing Manual has not been reviewed for many years and is in need of re-drafting. Australia Post commits to consulting with the Union on any changes proposed to the Clothing Manual.

## 33 Employee consultation

- 33.1** The Parties agree that consultation is important in maintaining positive working relationships between Australia Post, its employees and the relevant Unions. Australia Post acknowledges that consultation prior to any significant change and on the consequences of that change is critical to maintaining positive workplace relationships and positive business outcomes.
- 33.2** The Parties recognise that the principles of consultation stated in Commissioner Smith’s decision in *CEPU v Vodafone Network Pty Ltd* (Print 911257) reflect its intention with respect to consultation. In particular, the Parties agree with the following statement by Commissioner Smith in that decision at paragraph 25:
- “Consultation is not perfunctory advice on what is about to happen. This is [a] common misconception. Consultation is providing the individual, or other relevant parties, with a bonafide opportunity to influence the decision maker.”*
- 33.3** Australia Post and the Union agree:
- (a) that the focus of consultation will be on the impact of Australia Post’s decisions on its employees;
  - (b) that “significant change” relates to impacts on employees at a facility, or organisational part of a facility, State or National level;
  - (c) that agreements negotiated at the National level are not to be renegotiated at State or local level;
  - (d) to maintain positive two-way relationships with unions and employees at a State and National level including a focus on effective workplace resolution of, and consultation on, relevant issues;
  - (e) to take all reasonable steps to ensure differences are dealt with constructively, including prompt consideration of matters raised by any party during the process;



- (f) that relationships will be kept under regular review at both State and National level to ensure they remain positive and constructive and are maintained at all levels of the business; and
- (g) that if consultation is not operating effectively, prompt joint action from higher levels will be taken to remedy the process.

**33.4** Australia Post will, prior to making any significant change for reasons including economic, technological, structural reasons or similar nature, commit to the following actions:

- (a) as soon as practicable before making changes which directly affect employees, inform the affected employees (including any representative appointed by the affected employee) and the Union about the details of the proposed changes. The information provided to the Union will include the nature of and reasons for the proposed change; the number and categories of employees likely to be affected and the time when, or the period over which, the employer intended to carry out the proposed change; and
- (b) as soon as practicable after deciding and before changing an employee's employment subject to the decision, Australia Post will give the affected employees (including any representative appointed by the affected employee) an opportunity to consult on measures to avert and/or mitigate the effects on employees including adverse effects on job security, reduction in income, change of working hours for individuals, change of worksite, change to skill requirements, adverse impact on equal employment opportunity or occupational health and safety.

**33.5** Where Australia Post proposes to introduce changes to the regular roster and/or alter ordinary hours of work, Australia Post will consult with the employee or employees affected and their representatives, if any, about the change proposed. To assist in this discussion Australia Post will provide to the employee or affected employees information about the proposed change, including the nature of the change and when the change is proposed to commence. Australia Post will invite the employee or employees affected (and their representatives, if any) to give any views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities). Prior to making a change Australia Post will give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representative. This requirement to consult does not apply where an employee has irregular, sporadic or unpredictable working hours.

**33.6** In relation to effects on staff in respect of major change, where requested by an employee/s, Australia Post and the Union agree to work together to ensure effective consultation with staff (this may include where agreed, joint briefings with staff).

**33.7** Australia Post and the Union agree to conduct State and local level consultation using Attachment C – Consultation Framework Guide, as a guide on how State and local level consultation will operate.

## 34 Employment security

**34.1** The Parties recognise that employment security is dependent on Australia Post's ability to adapt, grow and change to sustain a viable and profitable business. Where this business imperative could lead to changes that significantly impact employees, the Parties recognise that the provisions in clause 33 – Employee Consultation, provide an employee and their union representative the right to be consulted over these changes.

**34.2** Australia Post is committed to continuing the principles and benefits found in the Australia Post Redundancy/Redeployment/Retraining Agreement 1995, which forms part of this Agreement in Attachment K, with its focus on voluntary retrenchments, retraining and redeployment. During the life of this agreement the emphasis shall be on retraining for new skills and redeployment in preference to redundancy following any position occupied by an employee being identified as surplus to requirement, subject to:

- (a) employees and Unions co-operating with retraining to facilitate redeployment; and
- (b) employees affected by workplace change accepting reasonable offers for retraining and redeployment.

## 35 Learning and development

**35.1** The Parties are committed to meeting the ongoing learning and development needs of employees in order to ensure a productive and skilled workforce with access to career pathways.

**35.2** Regular consultation between Australia Post and the Union regarding learning and development will take place in the Joint National Learning and Development Forum to be held quarterly.

**35.3** Learning and development will be aligned to the agreed competency standards and, where possible, the Australian Qualifications Framework (AQF). Where learning and development is aligned to the AQF this will lead to nationally recognised qualifications under the relevant industry training package. This ensures the knowledge and skills obtained:

(a) are relevant to the requirements of the workplace and the work performed; and

(b) support employees to undertake their jobs in an efficient and satisfying way.

**35.4** Employees will have equitable access to learning and development opportunities. Training and assessment methods will employ appropriate measures to address literacy and numeracy barriers experienced by employees.

**35.5** Training and assessment required for the employee's current duties will be conducted, where possible, during normal working hours with costs met by Australia Post. Training during working hours is paid time. Where an employee is required to attend training out of hours the training time will be treated as paid time in accordance with the provisions of this Agreement. Provided that normal change of shift provisions may apply to attendance at training.

**35.6** Australia Post acknowledges that it has a responsibility to provide learning and development. Priority will be given to consultation at the area/facility level in developing learning and development plans for the facility. Where qualifications are required for an individual to perform his/her work, relevant individual plans must be developed. Learning and development plans should be developed within 12 months of commencement of the Agreement. Learning and development plans must be consistent with the Australia Post Competency Framework Assessment Policy.

**35.7** Assessment processes will be in accordance with the Australia Post Competency Framework Assessment Policy. Where there is a roll out of any assessment processes Australia Post will enter into discussions with the relevant Union to establish a skills training program to ensure that over time internal assessors are available in Australia Post.

**35.8** An individual may elect to undertake an assessment in relation to their current competencies, prior to undertaking any further training to acquire competencies.

## 36 Employee conduct and discipline

- 36.1** Australia Post has the right to dismiss an employee, impose a penalty of a reduction of up to two increments for a period of up to 12 months (or equivalent penalty), or to transfer an employee to another position of the same or a lower classification for behaviour or performance which warrants such action, including:
- (a) misconduct or wilful neglect of duty or grossly negligent conduct;
  - (b) incompetence or inefficiency for reasons within the employee's control;
  - (c) failure to observe Australia Post's 'Our Ethics' Policy.
- 36.2** Except in the case of serious and wilful misconduct or grossly negligent conduct (see below), Australia Post will ensure that:
- (a) employees are counselled and/or given a warning in order to assist them to maintain acceptable standards of behaviour and performance;
  - (b) no employee is dismissed or transferred for a first breach of Australia Post's 'Our Ethics' Policy.
- 36.3** Grossly negligent conduct would apply in isolated instances only. For the purpose of this clause, such conduct involves a reckless act or omission which causes or could cause significant damage or harm and which would adversely affect the employment relationship. Decisions involving dismissal or transfer which are based on gross negligence (but not serious and wilful matters) should not be taken without prior referral to the relevant Strategic Business Unit or Functional Unit People and Community General Manager.
- 36.4** An employee may be suspended pending a decision as to the action to be taken under clause 36.1 and such suspension shall be with pay, provided that suspension may be without pay where:
- (a) criminal proceedings are pending; or
  - (b) police investigation involving a serious criminal act is involved which would adversely affect the employment relationship.
- 36.5** In exercising these rights, Australia Post shall not take action which is harsh, unjust or unreasonable.
- 36.6** Australia Post shall furnish written advice to an employee of a decision under clause 36.1 and of reasons for the decision together with details of the procedures for lodging an application for review.
- 36.7** Where transfer, dismissal or penalty under clause 36.1 is considered to have been harsh, unjust or unreasonable, the employee concerned may submit an application for review of the decision by a Board of Reference. Any such application must be lodged within 14 days of the transfer, penalty, or dismissal, in accordance with procedures established by Australia Post. Employees will also have a right to seek a review of such suspension under clause 36.4(b) by a Board of Reference once the disciplinary process has been implemented.
- 36.8 Board of Reference**
- 36.8.1** For the purposes of clause 36.7, a Board of Reference shall be constituted by a Chairperson as may be agreed upon by Australia Post and the Union, including those at the State level.
- 36.8.2** The General Manager of the FWC shall be requested to appoint a Board of Reference Chairperson for the duration of the Agreement where the parties are unable to agree to a Chairperson.
- 36.8.3** A Board of Reference shall seek to resolve any application for review submitted to it, having regard to whether the decision was harsh, unjust or unreasonable.
- 36.8.4** A Board of Reference, in reviewing a decision in relation to which an application is made:
- (a) may inform itself in such manner as it sees fit;
  - (b) has discretion as to the procedure to be followed;
  - (c) is not bound by the rules of evidence; and
  - (d) shall proceed without regard to legal form.

## 37 Team based work

### 37.1 Team Based Work – Mail and Parcel Processing

- 37.1.1 The roll-out of team based work in Mail and Parcel Processing continues to be a long and complex exercise (as it has in many organisations which have gone down similar paths).
- 37.1.2 It is agreed that this process will continue to be given emphasis during the life of the Agreement, with a view to:
- (a) continuing the progressive roll-out of the team based work model, and the team skills loading for Mail Officers, Parcel Post Officers and technical staff (where applicable), into agreed mail and parcel processing facilities;
  - (b) this roll out being completed during the life of this Agreement; and
  - (c) further development of effective team-working at existing facilities with team arrangements being in place including consultation and employee involvement in relation to any changes in accordance with clause 33 – Employee Consultation, of the Agreement.

### 37.2 Establishment of Teams at a Facility

- 37.2.1 The team based work concept will be developed in an environment where:
- (a) employees are involved in the initial development of the appropriate team based work structure for their workplace and have the opportunity to commit to its implementation;
  - (b) the structure of teams may vary from site to site depending on local circumstances and operational requirements;
  - (c) teams are encouraged to take responsibility for the management of the team and to be responsible and accountable for the performance of the work;
  - (d) teams are encouraged to build knowledge, make decisions, improve performance and have a sense of ownership and involvement; and

- (e) employees understand the processes which will be followed to make changes over time to the initial facility team design.

### 37.3 Eligibility for Retention of Team Skills Loading on Transfer

- 37.3.1 An employee's eligibility to retain team skills loading on redeployment or transfer to a facility that does not have teams accreditation will depend on whether the transfer is voluntary or at the direction of Australia Post under redeployment procedures.
- 37.3.2 An employee in receipt of team skills loading who is redeployed by Australia Post under the terms of the RRR Agreement to a facility that does not have teams accreditation will retain the team skills loading as part of salary.
- 37.3.3 Where an employee in receipt of team skills voluntarily transfers to a facility that does not have teams accreditation, the employee will not be eligible to retain his or her team skills loading.
- 37.3.4 An employee in receipt of team skills loading who is transferred for disciplinary reasons to a facility without teams accreditation will not retain his or her team skills loading on relocation.

## 38 Technical maintenance

**38.1** There is a shared commitment to pro-actively maximise the efficiency, reliability and cost effectiveness of all equipment and as such consistently ensure peak operational outcomes. In recognition of, and subject to such commitment, it is agreed that:

- (a) Australia Post technical staff will continue to undertake the maintenance of core mail processing equipment in the network, with the support of operational staff performing operator care functions as appropriate; and
- (b) non-core, first in maintenance requiring minor fault rectification, will continue to be provided by Australia Post technicians at retained facilities on a site basis subject to Australia Post's right to extend the single building services maintenance contract arrangements at Strathfield and Dandenong to other facilities. Any such extensions would be subject to practical and efficiency considerations and involve detailed consultation with employees and the Union.

## 39 Sort/Machine rates

Managers shall not use sort or machine rates in an unreasonable and unfair manner in the management of employees' work or performance.

## 40 Retail

### 40.1 Retail outlets

- 40.1.1 Australia Post corporate outlets will continue to remain as the flagships of its retail network.
- 40.1.2 Australia Post is committed to the long term viability of its retail network. This network is currently and will continue to be a mix of corporately owned outlets and privately owned outlets under one of a number of arrangements. It is not intended that the overall mix will change over the term of this Agreement.
- 40.1.3 Australia Post commits to applying the Retail Post Conversion Policy as revised and agreed between Australia Post and the Union, for the term of the Agreement. The Parties recognise that Australia Post may seek to change the policy during the term of the Agreement. In such circumstances Australia Post commits to a joint review of the policy with the Union six months before making any changes to the policy. Australia Post has no intention of changing this policy within the first six months of this Agreement being approved by the FWC.

### 40.2 Retail forum

- 40.2.1 Australia Post commits to holding a joint retail forum with the Union and Australia Post management to consider new opportunities, work practices, products, amenities, safety and other issues of mutual interest in the lead up to the business cycle.

## 41 Benefit distribution

### 41.1 Base pay increases

41.1.1 The following pay increases will be made to the salaries applicable to award classifications as reflected in the Australia Post Human Resources Manual Rates of Pay Booklet from the following dates:

Year	Percentage Increase (First full pay period in September)	Percentage Increase (First full pay period in December)
2017	0.5%	1.5%
2018	0.5%	1.5%
2019	0.5%	1.5%

### 41.2 Superannuation

41.2.1 The pay increases paid under this clause 41 will be the maximum full pay applied for superannuation purposes.

### 41.3 Machinery and definition provisions

41.3.1 The December 2016 Australia Post Human Resources Manual Rates of Pay Booklet, containing rates of pay as at 1 December 2016, will be submitted to the FWC for the purpose of placing it on the Australia Post Enterprise Agreement file.

41.3.2 For the purposes of clarity of clauses 41.1.1 and 41.2.1, the pay rises in September and December of each year are paid in respect of the financial year in which they are paid.

## 42 Dispute resolution

### 42.1 Dispute Resolution

42.1.1 The Parties to the Agreement recognise that there exists a mutual responsibility to work co-operatively to resolve disputes over workplace matters, as far as is practicable, at the workplace level. Accordingly, in relation to a dispute over the application of the Agreement arising during the life of the Agreement, the Parties commit themselves to:

- (a) promptly addressing the dispute within the procedures set out below;
- (b) discussing the dispute in an open and honest way; and
- (c) seeking to resolve the dispute wherever possible at the local level.

42.1.2 While the parties are attempting to resolve the matter, the employee(s) will continue to work in accordance with the Agreement and their contract of employment, unless the employee(s) has a reasonable concern about an immediate threat to their health or safety. In such circumstances and subject to Part 5. Division 6 – Right to Cease or Direct Cessation of Unsafe Work of the WHS Act, the employee(s) must not unreasonably fail to comply with a direction by Australia Post to perform other available work that is appropriate for the employee(s) to perform.

42.1.3 In resolving any dispute, the Parties will have regard to the following principles:

- (a) Australia Post is required to run a profitable postal service in an increasingly competitive and global market place. As a result of these circumstances, it is imperative that Australia Post undertake workplace changes. The Union recognise that there are business challenges facing Australia Post and that workplace changes are necessary. The Union are committed to working with Australia Post to ensure that change occurs effectively while ensuring that the best interests of its members are considered and taken into account at all times.
- (b) To achieve these objectives, Australia Post must be able to:
  - (i) operate the business efficiently;
  - (ii) determine and allocate resources;

- (iii) implement both large and small change programs in an efficient, timely and cost effective manner;
  - (iv) explore means of protecting and expanding its business opportunities; and
  - (v) provide fair and equitable treatment to its employees and provide safe workplaces that support employee diversity and flexibility.
- (c) In order to be successful and ensure the long-term viability of Australia Post, the Parties acknowledge that Australia Post has accountability to:
- (i) provide services to the customer in a manner required by the customer and to meet its Community Service Obligations;
  - (ii) provide a reasonable return on its assets and pay a reasonable dividend to its shareholder; and
  - (iii) provide fair pay and conditions to its employees in a workplace that values the treatment of employees with dignity and respect.
- (d) The Parties also acknowledge that the Union have an obligation to their members to:
- (i) represent their interests;
  - (ii) ensure that workplace change occurs in a way that minimises negative impacts on employees wherever possible; and
  - (iii) protect jobs, wherever possible, and seek fair and equitable terms and conditions of employment for its members.

42.1.4 An employee who is a party to the dispute may appoint a representative of their choice, including a union representative, for the purposes of the procedures in this clause.

## **42.2 Dispute Resolution Procedure**

42.2.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards;

this clause 42 sets out the escalation process which must be followed to settle the dispute.

42.2.2 The dispute resolution procedures and escalation process set out in this clause 42 do not apply to clauses in this Agreement in which the Parties commit to negotiating a new policy or agreement during the term of this Agreement.

## **42.3 Internal Negotiations**

42.3.1 The employee will discuss the matter with their immediate manager/supervisor. However, in circumstances where the matter may relate to the behaviour or actions of the immediate manager and it would be inappropriate to discuss the matter at that level, the employee may discuss the matter with the next highest level of management.

42.3.2 If the matter is not resolved at that level within a reasonable timeframe, the employee concerned may arrange further discussions involving more senior levels of management or the Union as appropriate.

42.3.3 If the issue involves more than one employee, the employees involved, the Union or the management may raise the issue at the level the parties consider appropriate.

## **42.4 FWC Conciliation**

42.4.1 If the internal negotiations do not resolve the dispute, a party to the dispute may refer the matter to the FWC for conciliation.

42.4.2 The party notifying the dispute will do so by filing with the FWC and serving on all other relevant parties a dispute notification document that sets out a brief description of the dispute, the material facts the disputing party believes to be relevant to the dispute and the desired remedy.

## 42.5 Independent Mediation

42.5.1 If the conciliation by the FWC has been unsuccessful in resolving the dispute, a party to the dispute may refer the dispute to a third party mediator agreed to by both parties. If the parties are unable to agree on a mediator, the Resolution Institute Mediation Rules will apply in relation to the appointment of a mediator.

42.5.2 Having regard to the terms of this Agreement, the National Employment Standards and the principles set out in clause 42.1.3, the independent mediator must assess the merits of the matter and make a non-binding recommendation that:

- (a) arbitration by the FWC is appropriate on the basis that it raises a genuine question about the interpretation of the Agreement or the National Employment Standards; or
- (b) arbitration by the FWC is not appropriate.

42.5.3 The independent mediator may make non-binding recommendations regarding how the matter may be resolved between the parties prior to arbitration.

42.5.4 The cost of the mediator will be shared equally between the parties and each party will pay its own costs for the mediation.

## 42.6 Arbitration

42.6.1 If the mediation has been unsuccessful in resolving the dispute, then a party to the dispute may elect to have the matter arbitrated by the FWC.

42.6.2 The FWC may only determine the matter by arbitration if all the conditions set out in this clause 42.6.2 are satisfied:

- (a) the escalation process in this clause 42 has been followed; and
- (b) where the party requesting arbitration is either a Union or Australia Post, that party has been authorised to apply for arbitration by its relevant decision-making body in accordance with their rules which, in respect of the CEPU and CPSU, and Australia Post are set out below:

- (i) CEPU, Communications Division – Divisional Executive (or any successor body);
- (ii) CPSU – Executive Council (or any successor body);
- (iii) Australia Post – Executive Committee of Australia Post; and

(c) the FWC is satisfied that the relevant decision-making body of the party requesting arbitration has considered the independent mediator's recommendation in relation to whether arbitration is appropriate for the dispute in authorising the application for arbitration by the FWC.

42.6.3 In arbitrating the dispute the FWC may:

- (a) make a determination that is binding on the parties; and
- (b) use the powers that are available to it under the FW Act.

42.6.4 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the FW Act. Therefore, an appeal may be made against the decision.

## 42.7 Application

Clauses 42.5 to 42.6 will only apply until the date on which a Party to the Agreement successfully applies to the FWC for a protected action ballot in accordance with the FW Act.



## **42.8 Dispute Resolution Training**

42.8.1 To assist in the resolution of disputes at Australia Post and to promote a better understanding of the terms of the Agreement, an authorised union delegate will be granted a leave of absence of three days during the term of the Agreement to attend short courses conducted by a recognised training provider which are specifically directed towards effective dispute resolution and better understanding of the terms of the Agreement. The grant of leave will be subject to:

- (a) the operating requirements of Australia Post; and
- (b) the specific training course and provider being accepted by Australia Post.

42.8.2 An authorised union delegate granted leave of absence under this clause will receive normal pay plus shift penalties if applicable for the period of absence from duty.

## **43 Salary sacrifice**

**43.1** Any salary sacrifice will require approval by Australia Post and must comply with taxation and other relevant laws and Australia Post policies and procedures and, where salary sacrifice is made to a superannuation fund, the Trust Deed requirements of that fund. Details of any salary sacrifice arrangements must be in writing and signed by the employee and Australia Post.

**43.2** Prior to engaging in any salary sacrifice arrangement, an employee is advised to obtain independent financial advice concerning the tax effectiveness of the arrangement.

**43.3** Subject to clause 43.1, a permanent employee may sacrifice salary for the purpose of superannuation.

**43.4** Where an employee enters into a salary sacrifice arrangement the employee's pre-salary sacrifice salary is the employee's salary for all purposes that call on salary as a factor.

## **44 Role of union delegates**

Australia Post recognises the role unions play in the workplace and the right of union delegates to represent union members in the workplace.

## **45 Parties commitment to support workplace change**

**45.1** The Agreement recognises that Australia Post is regulated by the APC Act, which requires Australia Post to meet its dual objective of providing a community service as well as a commercial rate of return. The Parties to this Agreement agree that the best endeavours will be taken to meet these obligations under the APC Act.

**45.2** The Parties acknowledge that Australia Post needs to achieve productivity gains throughout the life of the Agreement. The Parties commit to proactively supporting and working with Australia Post to support workplace change/flexibility programs and strategic initiatives to improve Australia Post's profitability and customer service performance.

**45.3** The Parties agree not to unreasonably delay, frustrate or misrepresent the implementation of workplace change, or to otherwise act in a manner inconsistent with this clause.

**45.4** This clause is not intended to abrogate or otherwise alter the existing terms and conditions of employment as set out in this Agreement.

## 46 Definitions

- 46.1 Agreement** means the Australia Post Enterprise Agreement 2017.
- 46.2 Administrative/Professional Employee** means an employee employed in an Administrative / Professional Classification in Attachment A.
- 46.3 Australia Post** means the Australian Postal Corporation as defined under the *Australian Postal Corporation Act 1989* (Cth).
- 46.4 APC Act** means the *Australian Postal Corporation Act 1989* (Cth).
- 46.5 FW Act** means the *Fair Work Act 2009* (Cth).
- 46.6 FWC** means the Fair Work Commission or any successor body.
- 46.7 WHS Act** means the *Work Health and Safety Act 2011* (Cth).
- 46.8 Operational Employee** means an employee employed in an Operational classification in Attachment A.
- 46.9 Parties** means the parties covered by the Agreement, as defined in clause 2.1.
- 46.10 RRR Agreement** means the Australia Post Redundancy/Redeployment/Retraining Agreement as contained in Attachment K.
- 46.11 Technical Employee** means an employee employed in a Technical Classification in Attachment A.
- 46.12 Union** means an employee organisation which has given notice to the FWC under section 183 of the FW Act that it wants the Agreement to cover it and that the FWC has noted is covered by the Agreement in accordance with section 201(2) of the FW Act.

# Attachment A

## – Classifications

### ADMINISTRATIVE/PROFESSIONAL CLASSIFICATIONS

<b>ADMINISTRATIVE OFFICER</b>
Administrative Officer
Level 1
Level 2
Level 3
Level 4
Level 5
Level 6
<b>ENGINEER</b>
Engineer
Class 2
Class 3

### OPERATIONAL CLASSIFICATIONS

<b>CUSTOMER CONTACT CENTRE</b>
Customer Service Trainee - Level 1
Customer Service Consultant - Level 2
Customer Care Consultant - Level 3
Business Relationship Consultant - Level 4
Business Revenue Consultant
Team Leader Customer Service - Level 5
Team Leader Business Sales - Level 6
Specialist Manager - Level 7
<b>ELECTRONIC MAIL</b>
Electronic Mail Operator
Electronic Mail Co-ordinator
<b>MAIL PROCESSING</b>
Trainee Mail Officer
Mail Officer
Senior Mail Officer
Grade 1
Grade 2
<b>MAIL PROCESSING CO-ORDINATOR</b>
Trainee Mail Processing Co-ordinator
Mail Processing Co-ordinator
Grade 1
Grade 2
Grade 3
Grade 4
<b>MAIL ROOM SOLUTIONS</b>
Mail Room Officer
Mail Room Supervisor

<b>PARCELS</b>
Trainee Parcel Post Officer
Parcel Post Officer
Senior Parcel Post Officer
Grade 1
Grade 2
Parcel Post Co-ordinator
Grade 2
Grade 3
<b>POSTAL DELIVERY</b>
Trainee Postal Delivery Officer
Postal Delivery Officer
Senior Postal Delivery Officer
Grade 1
Grade 2
Grade 3
Postal Delivery Co-ordinator
Grade 1
Grade 2
Grade 3
<b>POSTAL MANAGER</b>
Postal Manager
Grade 1
Grade 2
Grade 3
<b>POSTAL SERVICES</b>
Trainee Postal Services Officer
Postal Services Officer
Senior Postal Services Officer
Grade 1
Grade 2

<b>POSTAL WORKER</b>
Postal Worker
Grade 1
Grade 2
Grade 3
<b>SPRINTPAK</b>
Sprintpak Operator
Level 1
Level 2
Level 3
<b>STORES</b>
Stores Officer
Senior Stores Officer
Stores Supervisor
Senior Stores Supervisors
Grade 1
Grade 2
Grade 3
<b>SUPPORT SERVICES</b>
Support Services Officer
Grade 1
Grade 2
Grade 3
Grade 4
<b>TRANSPORT</b>
Postal Transport Officer
Senior Postal Transport Officer
Postal Transport Co-ordinator
Grade 1
Grade 2
Grade 3
Grade 4
Grade 5
Garage Attendant

## Technical Classifications

<b>POSTAL TECHNICAL OFFICER</b>
Postal Technical Officer
Level 1
Level 2
Level 3
Level 4
Level 5
Level 6
Level 7
Level 8
Level 9
<b>APPRENTICE/ASSISTANT</b>
Apprentice – Adult
Drafting Assistant Grade 1
Graphic Design Assistant Grade 1
<b>TECHNICAL SERVICES</b>
Senior Technical Services Officer
Grade 1
Grade 2
Grade 3
Principal Technical Services Officer
Grade 1
Grade 2

# Attachment B

## – Adjustment of Allowances

The following allowances will be adjusted at the same time by the same percentage increases that apply to classifications in accordance with the Agreement:

Allowance	Authority
Dirty Cleaning Work	Clause 14.1
Divide Allowance	Clause 14.2
First Aid Allowance	Clause 14.4
Higher Duties Allowance	Clause 14.7
In-Charge Allowance – Retail Employees	Clause 14.7.5
Industry Allowance	Clause 14.8
Postal Delivery Officer Functional Allowance	Clause 14.11
Qualifications Allowance (AO1)	Clause 14.13
Special Rates – Technical Employees	Clause 14.15
Team Skill Loading: <ul style="list-style-type: none"><li>• Mail Officer</li><li>• Technical Structure</li></ul>	Clause 14.17
Tonnage Allowance	Clause 14.20
Sprintpak Drive & Operate Forklift	Clause 5.1 of Attachment I – Sprintpak Division Agreement
Sprintpak Machine Adjustment	Clause 5.2 of Attachment I – Sprintpak Division Agreement

# Attachment C

## – Consultation Framework Guide

### CONSULTATIVE FORUMS

Meeting Level	Membership	Principles
<b>State JCC</b>	<ul style="list-style-type: none"> <li>• State Operations Manager</li> <li>• HR Manager</li> <li>• Manager Operations Support or equivalent</li> <li>• Branch Secretaries – P &amp; T, T &amp; S</li> <li>• Branch Asst. Secretaries</li> <li>• Full Time Officials as required/ nominated</li> </ul>	<ul style="list-style-type: none"> <li>• Discuss/consider business directions (eg. new products)</li> <li>• Communicate and discuss National change initiatives (eg. new technology)</li> <li>• Communicate and discuss State changes (eg. Network changes)</li> <li>• Communicate business performance</li> <li>• Address State level CEPU concerns</li> </ul>
<b>Facility/ Functional JCC</b>	<ul style="list-style-type: none"> <li>• Facility (eg. MC/PC) or Functional (eg. Delivery/Transport) Manager.</li> <li>• Relevant HR Support</li> <li>• Operations Support</li> <li>• Designated Organiser(s)</li> <li>• Other Full time officials as required</li> <li>• Facility/Functional representative(s) as required and agreed (max 2-3 people).</li> </ul>	<ul style="list-style-type: none"> <li>• Facility/Functional level concerns and issues</li> <li>• Local Business initiatives</li> <li>• Local resourcing and rostering matters</li> <li>• Local CEPU issues of concern</li> </ul>
<b>Local JCC</b>	<ul style="list-style-type: none"> <li>• Facility Manager (eg DC or Hub)</li> <li>• Operations Support</li> <li>• Nominated Shop Stewards</li> </ul>	<ul style="list-style-type: none"> <li>• Facility level concerns and issues</li> <li>• Local initiatives (eg. changes to work practices)</li> <li>• Local CEPU concerns</li> </ul>

### FREQUENCY

It is suggested that all forums are convened monthly.

### MINUTES

Minutes are to be distributed for clarification to both parties within 5 working days. Finalised/Agreed Minutes are to be forwarded within 7 working days.

Minutes ought to be displayed within facilities and be the subject of “Tool-Box” briefings, or similar.

# Attachment D

## – Interstate Linehaul Agreement

- 1. a) Title:**  
Australia Post Interstate Linehaul Agreement
- b) Application:**  
This agreement applies to employees classified as Postal Transport Officer whilst engaged on interstate linehaul operations.
- c) Provisions:**  
The provisions included in the Agreement are:

### 2. STANDARD TRIP TIMES

- 2.1 Linehaul trip times for current interstate linehaul runs are set out in Table 1 below:

**Table 1**

TRIP	TIME (Hours and Minutes)
Sydney-Tarcutta – Sydney	10:00
Melbourne-Tarcutta-Melbourne	10:10
Melbourne-Nhill-Melbourne	9:00
Adelaide-Nhill-Adelaide	8:30
Melbourne-Dubbo	10:05*
Dubbo-Melbourne	10:05*
Brisbane-Dubbo	10:00
Dubbo-Brisbane	10:00
Sydney-Hay	8:25
Hay-Sydney	8:25
Adelaide-Hay	8:10
Hay-Adelaide	8:10
Brisbane-Glen Innes –Brisbane	9:05
Sydney-Glen Innes (and return trip)	8:45
Brisbane-Coffs Harbour-Brisbane	9:45

\*Time includes diversion to Parkes

- 2.2 Trip times comprise driving times only and exclude administration, hand over and vehicle check duties for which an employee will be paid an additional 30 minutes each shift.
- 2.3 The trip times set out in Table 1 will be monitored by Australia Post and be subject to review in accordance with the process in clause 4 of this Agreement for reviewing standard trip times.
- 2.4 In the event that a review under clause 4 indicates that a trip time set out in Table 1 requires adjustment, or in the event that Australia Post introduces a new interstate linehaul route, the parties will consult on the new standard trip time.

### 3. REMUNERATION SYSTEM

- 3.1 Standard trip payments for interstate linehaul operations will be determined by applying:
- (a) the appropriate salary point of the Postal Transport Officer (Parity) classification applicable to the employee as adjusted for Agreement increases;
  - (b) the tonnage allowance applicable to the vehicle being driven as adjusted for Agreement increases;
  - (c) shift penalty and overtime payments where applicable in accordance with clauses 15 and 17 of this Agreement; and
  - (d) the trip times set out in Table 1 above.



#### **4. PROCESS FOR REVIEWING STANDARD TRIP TIMES**

- 4.1 Australia Post will monitor trip times for interstate linehaul runs as recorded by on-board truck computers.
- 4.2 Australia Post will provide the Union with details of trip time summaries recorded under 4.1 on a monthly basis or as otherwise agreed by the parties.
- 4.3 Where it appears that a trip time in Table 1 is no longer appropriate, or where a new run is being introduced, the following process will apply:
- (a) trip times recorded by the on-board truck computers during a recent month of heavy mail loads and a recent month of light mail loads will be examined;
  - (b) anomalous or abnormal times will be excluded;
  - (c) valid trip times for each selected month will be recorded in order from fastest to slowest time;
  - (d) 10% of valid times at each end of the range of times recorded for each month will be excluded;
  - (e) the remaining valid times will be used to determine an average time for each selected month;
  - (f) based on the above trip time information, Australia Post will determine new/revised trip times after appropriate consultation.

# Attachment E

## – Extension of Penalty Rates Eligibility Agreements

### 1. a) **Titles:**

1. Extension of Penalty Rates Eligibility Agreement 1993 (Brisbane City Delivery Centre);
2. Extension of Penalty Rates Eligibility Agreement 1993 (Transport Branch (Adelaide));
3. Australia Post Northgate Transport Depot Queensland Agreement 1994;
4. Australia Post Northgate Mail Centre Agreement 1995;
5. Australia Post Underwood Mail Centre Agreement 1996;
6. Australia Post Gold Coast Mail Centre Agreement 1995.

### b) **Application:**

These agreements apply respectively to the following employees:

1. Employees at the Brisbane City Delivery Centre;
2. Employees at the Transport Branch in South Australia (excluding Linehaul staff);
3. Postal Transport Officer (Drivers) and Postal Transport Co-ordinators Grades 1 and 2 in the Northgate Transport Depot;

4. All employees, except the Technical Services Group, employed at the Northgate Mail Centre (including employees at the Brisbane Airport Transit Centre);
5. All permanent full-time employees, except Technical employees, employed at the Underwood Mail Centre;
6. All permanent full-time employees employed at the Gold Coast Mail Centre.

### c) **Provisions:**

The provisions included in the Agreement are:

### 2. **PAYMENT**

Notwithstanding clause 19.1.2 of the Agreement, employees to whom this clause applies who are required to work ordinary hours where the entire shift occurs between 6:00pm and 8:00am for a minimum period of one day will become immediately eligible for the 30 percent penalty rate.

# Attachment F

## – Mail and Network Queensland Agreements

### 1. a) **Titles:**

1. Australia Post Mail Network Queensland (Northgate, Underwood and Gold Coast Mail Centres Part-time Employees) Agreement 1996;
2. Australia Post Toowoomba Mail Centre Agreement 1996.

### b) **Application:**

These agreements apply respectively to the following employees:

1. All part-time employees employed at the Northgate Mail Centre (including part time employees at the Brisbane Airport Transit Centre), Underwood and Gold Coast Mail Centres;
2. All permanent employees (including part-time employees) employed at the Toowoomba Mail Centre Queensland.

### c) **Provisions:**

The provisions included in the Agreement are:

## 2. **PAYMENT**

Notwithstanding clauses 19.1.2 and 19.1.3 of the Agreement, employees to whom this clause applies who are required to work ordinary hours on a shift which falls wholly between 6:00pm and 8:00am for a minimum period of one day will become immediately eligible for the 30 percent penalty rate.

# Attachment G

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# Attachment H

## – Administrative Officer Level 6, Salary and Employment Conditions Agreement

1. a) **Title:**  
Australia Post Administrative Officers Level 6 Salary and Employment Conditions Agreement
- b) **Application:**  
This agreement applies to employees who nominally occupy an Administrative Officer Level 6 position.
- c) **Provisions:**  
The provisions included in the Agreement are:

### 2. SALARY ADJUSTMENT

#### Administrative Officers Level 6 – Non Shift Workers

- 2.1 Administrative Officers Level 6 who nominally occupy a position that does not require regular shift work shall have their base salary increased to the following rates:

	Salary (as at 2 November 2006)	Adjusted Salary
<b>Administrative</b>	\$69,520	\$73,703
<b>Officer Level 6</b>	\$71,937	\$77,114

#### Administrative Officers Level 6 – Shift Workers

- 2.2 Administrative Officers Level 6 who nominally occupy a position that requires regular shift work shall have their base salary increased to the following rates:

	Current Salary (as at 2 November 2006)	Adjusted Salary
<b>Administrative</b>	\$69,520	\$74,781
<b>Officer Level 6</b>	\$71,937	\$76,196

#### Staff Transferring From Non-Shift To Shift Positions

- 2.3 Where an Administrative Officer Level 6, who is subject to the salary adjustment prescribed under clause 2.1, transfers temporarily to a position requiring the regular performance of shiftwork, eligibility for any additional entitlement to Annual Leave Loading shall be determined by agreement between the parties.

- 2.4 Where an Administrative Officer Level 6, who is subject to the salary adjustment prescribed under clause 2.1, transfers permanently to a position requiring the regular performance of shiftwork, their base salary shall be reduced to the same salary step prescribed at clause 2.2 on a point to point basis and they shall become subject to clause 18.9 of this Agreement.

#### Staff Transferring From Shift To Non-Shift Positions

- 2.5 Where an Administrative Officer Level 6, who is subject to the salary adjustment prescribed under clause 2.2, transfers temporarily to a position that does not require the regular performance of shiftwork, eligibility for Annual Leave Loading shall be determined in accordance with clause 18.9 of the Agreement.

2.6 Where an Administrative Officer Level 6, who is subject to the salary adjustment prescribed under clause 2.2, transfers permanently to a position that does not require the regular performance of shiftwork, their base salary shall be adjusted to the same salary step prescribed at clause 2.1 on a point to point basis and they shall cease to be entitled to Annual Leave Loading in accordance with clause 20.8 of the Agreement.

### **3. PERFORMANCE PAY**

Administrative Officers Level 6 shall be eligible for performance pay in a manner determined by the parties.

### **4. EMPLOYMENT CONDITIONS**

#### **4.1 Administrative Officer Level 6**

In recognition of the salary adjustment referred to in clause 2.1 and the eligibility for performance pay referred to in clause 3, the following employment conditions will no longer apply to Administrative Officer Level 6:

- (a) - clause 14.22 : Travelling Allowance  
- clause 14.7 : Higher Duties Allowance
- (b) - clause 16.2.3 : Flexible Hours
- (c) Eligibility for the corporate bonus contained in the Australia Post Enterprise Agreement 1996-1998 and any subsequent Enterprise Agreements.
- (d) Access to clause 5 (Grievances) of the Australia Post Principal Determination in respect of performance assessment associated with the application of the Performance Management Agreement (or any subsequent such process), Performance Pay (clause 3), or Salary Sacrifice (clause 5).

#### **4.2 Administrative Officers Level 6 – Non Shift Workers**

In addition to the non-application of all of the foregoing employment conditions, Administrative Officers Level 6 who occupy positions that do not require regular shift work will also cease to be covered by clause 20.8 of the Agreement titled Annual Leave Loading.

### **5. SALARY SACRIFICE**

Employees covered by this Agreement may elect to take an amount of up to 25% of base salary in the form of other benefits approved by Australia Post and on such terms and conditions as determined by Australia Post.

### **6. DISPUTE SETTLEMENT - PERFORMANCE PAY (CLAUSE 3) AND SALARY SACRIFICE (CLAUSE 5)**

In the event of any dispute arising from a decision made by Australia Post in relation to Performance Pay or Salary Sacrifice the matter shall be raised in the first instance, by the individual or their Staff Organisation (where requested by the individual employee) with the Group Manager, Human Resources (for Headquarters staff) or the relevant Divisional Human Resources Manager (for State based staff). If a disputed matter cannot be resolved at this level it may be referred to the Managing Director for resolution.

# Attachment I

## – Sprintpak Division Agreement

- 1. a) Title:**  
Sprintpak Division Enterprise Agreement 1995
  - b) Application:**  
This agreement applies to all employees in the Sprintpak Division employed in classifications specified in Attachment A.
  - c) Provisions:**  
The provisions included in the Agreement are:
- 2. TERMS AND CONDITIONS OF SERVICE**  
Subject to any separate conditions prescribed in this appendix, employees will be covered by the general terms and conditions of service specified in this Agreement.
  - 3. HOURS OF DUTY**
    - 3.1 The ordinary hours of duty shall be 36.75 per week or an average of 36.75 per week over a cycle of shifts.
    - 3.2 The daily hours of ordinary duty shall not exceed 7 hours 21 minutes except where work is performed with a reduced number of attendances.
    - 3.3 By agreement between Australia Post and the employee, rostered days off may be accumulated up to a maximum of 5 days and shall be entitled to be taken in a manner agreed between the employer and employee.
    - 3.4 Subject to 3.3, and by agreement between Australia Post and the employee, rostered days off may be paid out at ordinary rates.
- 4. MEAL BREAK**  
An employee shall not be employed for more than 5 hours continuously without being granted a meal break of not less than 30 minutes nor more than 75 minutes, provided that by mutual agreement between the majority of employees at a facility and Australia Post, a longer period for the meal break may be arranged.
  - 5. ALLOWANCES**
    - 5.1 An employee classified in Level 1 who is required to drive and operate a fork lift truck for a day or part of a day shall be paid the relevant allowance as set down in the Australia Post Human Resources Manual Rates of Pay Booklet.
    - 5.2 An employee classified in Level 1 who is required to adjust machinery on any day shall be paid the relevant allowance as set down in the Australia Post Human Resources Manual Rates of Pay Booklet.
    - 5.3 Eligibility for these allowances will be subject to agreement between the parties.

# Attachment J

## – Home Based Work Agreement

- 1. Title:**  
Australian Postal Corporation Home Based Work Agreement 1995
- 2. Application:**  
This agreement applies to employees employed in classifications appearing in Attachment A:
- 3. Provisions:**  
The provisions included in the Agreement are:  
**HOME BASED WORK ARRANGEMENT**
  - 3.1 Where consistent with customer/client service and operational requirements, an employee may request to work from home for a period of time on a regular or temporary basis with the agreement of their manager.
  - 3.2 Australia Post will consider such requests on a case by case basis and approval shall be subject to customer/client service and operational needs being met after consideration of the effect of the proposal on individual workloads and the work area as a whole.
  - 3.3 A Home Based Work (HBW) arrangement may be:
    - (i) varied or discontinued by agreement at either the manager's or employee's request, provided that neither party will unreasonably withhold agreement to vary or discontinue the arrangement; or
    - (ii) terminated by the manager after the period of notice agreed upon with the employee in the Letter of Agreement, or where no period of notice has been agreed upon, 4 weeks' notice.
  - 3.4 In addition to 3.3 managers can vary or discontinue a HBW arrangement at any time if it is considered that:
    - (i) the arrangement is having an adverse impact on the operational requirements of the employee's work area; or
    - (ii) the arrangement is considered to be inefficient and/or ineffective; or
    - (iii) the employee is failing to comply with any agreed requirements.
  - 3.5 A Letter of Agreement must be signed by the manager and the employee before HBW arrangement is put in place.



# Attachment K

## – Australia Post Redundancy/ Redeployment/Retraining Agreement

### 1. INTRODUCTION

1.1 This agreement has been negotiated between Australia Post and the CEPU and CPSU acting as a single bargaining unit on behalf of award-based members of all Australia Post unions, and will apply to all such persons from 10 February 1993.

### 2. OBJECTIVES

2.1 In negotiating this agreement, the parties have sought to achieve:

- (i) a process through which job security can be maintained for as many Australia Post employees as possible and any necessary retrenchments will be voluntary, as far as is practicable;
- (ii) the provision of fair compensation for employees whose employment with Australia Post ceases through retrenchment;
- (iii) a proper process for the consideration of alternative employment opportunities for excess employees whose genuine desire is for alternative employment within Australia Post; and
- (iv) involuntary retrenchment from Australia Post only for those excess employees for whom reasonable alternative employment is not available.

2.2 The arrangements described in this agreement provide for voluntary retrenchment in all circumstances other than where an employee refuses redeployment, retraining, relocation or transfer to another position, or where, after a comprehensive three month examination, an alternative placement is not able to be found.

### 3. DEFINITION OF REDUNDANCY

3.1 Redundancies may arise in a number of circumstances, including where:

- (i) the number of staff exceeds that required for the efficient and economical operation of the enterprise or parts of the enterprise; and
- (ii) staff cannot be used effectively because of technological or other changes in work methods, or changes in the nature, location, extent or organisation of the functions of Australia Post.

3.2 Accordingly, a potential redundancy situation will be deemed to exist where the operational requirements of Australia Post for employees to carry out work of a particular kind have ceased, or significantly diminished, and Australia Post has determined that the function being undertaken by an employee, will no longer be undertaken within Australia Post, or at that location by Australia Post.

### 4. ENTITLEMENT TO VOLUNTARY RETRENCHMENT

4.1 While this agreement provides avenues by which employees may be selected for voluntary retrenchment or elect to be retrenched voluntarily, it is noted that there is no automatic right to voluntary retrenchment.

4.2 Australia Post specifically reserves the right to reject applications for voluntary retrenchment having regard to its overall staffing requirements and the need to retain necessary, key skills and expertise, for the ongoing viability of the organisation.

## **5. PROCEDURES FOR DEALING WITH SURPLUS STAFF SITUATIONS**

- 5.1 The procedures for dealing with surplus staff situations depend on whether the surplus positions can be clearly identified.
- 5.2 Section 6 deals with those situations where specific identification of the position is possible (which includes circumstances where all positions, at a particular level, at a single location, are surplus).
- 5.3 Section 7 outlines the arrangements to be followed when a number of positions at a level are surplus and the individual positions cannot be identified clearly.

## **6. CLEARLY IDENTIFIED SURPLUS POSITIONS**

- 6.1 Australia Post will simultaneously advise the National Office and the relevant State Branch of the appropriate union and the occupant of the position that the position/s is excess to requirements. This advice will be provided through Form A (attached). One copy of Form B shall also be provided in relation to each surplus position, but only if agreed by the employee who occupies the position.
- 6.2 All relevant information is to be provided to the union and will include classification, location, and subject to agreement by the employee concerned, details of the employee. Where consequential changes in staffing structures are proposed, the number and classification of employees in that part of Australia Post, the number and classification of employees expected to be required for the performance of any continuing function in the part of Australia Post affected are also to be provided and subject to agreement by each employee concerned, details of the employees likely to be affected.
- 6.3 If required, discussions with the relevant union will conclude within two weeks of the provision of advice in Forms A and B but, with Australia Post's agreement, may be extended on a case by case basis.

- 6.4 The discussions with the relevant union shall include the background to the surplus staffing situation, the measures, if any, which could reduce the incidence of employees becoming surplus to requirements, and any planned recruitment.
- 6.5 Once the consultative phase is completed and there is confirmation that the position is surplus, or where the union has confirmed that there is no need for discussion, Australia Post may proceed immediately to advise the employee that he/she may elect to be retrenched voluntarily following a one week cooling off period from the date of advice. If the employee so elects, retrenchment will be effected at the conclusion of the formal notice period (four weeks after the end of the cooling off period), or at an earlier date by mutual agreement.
- 6.6 Where redeployment and/or retraining is the employee's preference, Australia Post will take all available steps to secure such an outcome. The measures to find a suitable position will include full discussions with the individual on all available options across the whole Australia Post organisation.

The union will be involved in those discussions except where the individual indicates that this is not necessary - such involvement should not delay the process. Where there is a vacancy which would permit the redeployment and/or retraining of an employee surplus to requirements, and more than one employee makes application for the vacancy; the redeployee (or most efficient redeployee) will be selected, unless he/she is assessed as not competent for the job.

Where an employee, other than an employee identified for redeployment, is prepared to accept management initiated retrenchment, Australia Post shall retrench that employee to allow redeployment of an employee identified

for redeployment or retraining. This will occur within the restrictions outlined in paragraph 4.2 above. In addition to established redeployment mechanisms, which will be activated automatically, the employee will be afforded opportunities to investigate personally employment options inside Australia Post and, where approved by management, outside Australia Post. If requested, personal development training will be made available to the individual to assist in this process.

6.7 After a one month investigation of all available options, or sooner if agreed, Australia Post may initiate redeployment of an employee to another position/location, the function of which the employee is reasonably capable of undertaking, after receipt of necessary training and experience.

6.8 Redeployment involving a change in domicile is to be avoided wherever possible. Such offers of redeployment are not to be made with the objective of having an employee refuse an alternative placement.

Where however the only available change in position involves relocation, and the new work location is of such a distance from the employee's residence as to necessitate a change of domicile, standard relocation arrangements will apply. Employees who do not wish to be relocated can elect to take a retrenchment package.

## **7. SURPLUS POSITIONS WHICH CANNOT BE CLEARLY IDENTIFIED**

7.1 Australia Post will advise the State Branch of the appropriate union that a number of positions are surplus to requirements. This advice will be provided through Form A (attached) and a general advice of surplus positions will be provided to employees in the class or classes of positions at the location/s concerned.

7.2 All relevant information is to be provided to the union and will include classification, location and subject to agreement by the employee concerned details of the employee and, where consequential changes in staffing structures are proposed, the number and classification of employees in that part of Australia Post, the number and classification of employees expected to be required for the performance of any continuing function in the part of Australia Post affected, and subject to agreement by each employee concerned details of the employees likely to be affected.

7.3 Discussion with the appropriate union shall conclude within three weeks of advice on Form A, but, with Australia Post's agreement, may be extended depending on the numbers of positions and complexity of the issues to be addressed.

7.4 The discussion with the relevant union shall include the background to the excess staffing situation, the measures, if any, which could reduce the incidence of employees becoming excess to requirements and any planned recruitment.

7.5 Where the outcome of consultation with the union is confirmation that the positions are surplus, Australia Post may invite all affected employees at that level (or levels) to volunteer for retrenchment.

7.6 Within the specifically reserved right of Australia Post to refuse any application for voluntary retrenchment, the ranking of volunteers will give priority to staff with the longest period of service. Ranking, however, should also have regard to age, job skills, the practicality of redeployment, relocation, retraining and personal circumstances on an individual basis.

- 7.7 Once a ranking has been established in accordance with section 7.6, the employee(s) will be advised formally that they may elect to be retrenched voluntarily following a one week cooling off period from the date of the advice. Retrenchment will be effected at the conclusion of the formal notice period (four weeks after the end of the one week cooling off period), or earlier by mutual agreement.
- 7.8 If the number of volunteers is less than the number of excess staff the redeployment and/or retraining measures outlined in section 6.6 apply.
- 8. INVOLUNTARY RETRENCHMENT**
- 8.1 Where an employee refuses a management initiated redeployment decision made in accordance with this agreement, the employee may be retrenched involuntarily after a period of two weeks from the advice of the management initiated transfer.
- 8.2 Where it has not been possible to identify suitable redeployment after a three month investigation and no prospect of such redeployment is identifiable, the employee may be retrenched involuntarily after a period of two weeks following advice to the employee and concurrent advice to the relevant union. Payment of four weeks wages will be made in lieu of notice plus the other retrenchment payments provided for in this agreement.
- 8.3 A retrenchment under Clause 8.2 can be effected only where the General Manager, or the Group Manager, Human Resources in respect of Headquarters staff, certifies that:-
- (i) a minimum 3 month investigation of suitable redeployment opportunities has proceeded across all designation categories of the Corporation;
  - (ii) such investigation has failed to identify suitable opportunity, including through the voluntary retrenchment of another employee; and
  - (iii) Australia Post has concluded that the employee is not capable of being redeployed or retrained to any other position in the Corporation.
- 8.4 (a) While all action to identify suitable redeployment opportunities and to place surplus employees may be activated at the commencement of this agreement, there shall be no involuntary retrenchment under Clauses 8.2 and 8.3 before 10 February 1994.
- (b) This moratorium on involuntary retrenchment does not apply to temporary part-time staff unless they have previously been given no retrenchment assurances.
- 8.5 Where, but for Australia Post's refusal to accept an application for voluntary retrenchment for another employee engaged in the same work, at the same level and in the same location, a surplus employee could have been placed, that employee will not be retrenched involuntarily.
- 8.6 Without in any way limiting any rights under the Australian Industrial Relations Act, an employee affected by a decision that he/she be involuntarily retrenched will be informed that he/she has a right to have the decision reviewed by a Board of Reference established under the Industrial Relations Act, subject to such application being made within a two week period from the date of notification of the decision.
- 8.7 The Board of Reference shall seek to resolve any such applications for review having regard to whether the action was harsh, unreasonable, unjust or unfair.

8.8 Where an employee seeks review of a decision that he/she be involuntarily retrenched, the Board of Reference will expeditiously hear the matter and recommend confirmation, or if it finds that the management certifications have been inappropriately made, revocation of the decision.

8.9 An involuntary retrenchment will be stayed pending the outcome of the Board's considerations.

## **9. SALARY MAINTENANCE**

9.1 The salary of an employee who is identified as surplus to requirements and who does not elect to accept voluntary retrenchment shall be maintained at the level prescribed for the nominal classification of that employee for at least two years from the date of formal notice that the employee is surplus to requirements. An individual review will take place of any excess staff who have been receiving salary maintenance for two years. No redeployee however, will have his/her salary maintenance ceased unless he/she has refused a reasonable opportunity for placement at their nominal level.

9.2 For the purposes of 9.1, salary maintenance will include normal incremental advancement through the former salary range and future wage adjustments awarded to the classification of the position the employee was occupying immediately before the position was declared surplus to requirements.

9.3 Maintenance of higher duties for surplus employees will be paid in accordance with the following:

- (i) where, at date of redeployment, the redeployee is employed on short term higher duties (i.e. up to 6 months) the higher duties payment is to continue as income maintenance for the previously authorised higher duties period; or

- (ii) where, at the date of redeployment, the redeployee is employed on long term higher duties the higher duties payment is to continue as income maintenance for 6 months. Except that where an employee has accrued a minimum of 12 months higher duties service in the previous 14 months, higher duties payment is to continue as income maintenance for 12 months.

## **10. CONSEQUENTIAL CHANGES/STAFFING AGREEMENT**

10.1 Notwithstanding the finalisation of redeployment or retrenchment under this agreement, the normal consultative/participative processes in respect of any consequential changes in staffing structures and the performance of any continuing functions in that part of Australia Post affected by the retrenchment(s) shall apply.

10.2 Nothing in this agreement shall be taken to infer that the unions have given up any rights in respect of consultation/negotiation concerning staffing and staffing structures. Accordingly, it is agreed between the parties that they will adhere to all existing staffing agreements.

## **11. BENEFITS**

11.1 This new benefit framework has been developed on the basis that:

- (i) a comprehensive process for handling situations of redundancy in Australia Post in the future is essential to achieving the proper restructuring of the postal industry and to union acceptance of that restructuring; and
- (ii) Australia Post unions and the ACTU give a firm commitment not to seek flow-on of the arrangements elsewhere.

11.2 The proposed benefit framework is:-

- (i) four weeks' pay for each completed year of continuous service up to five years plus a pro-rata payment for each completed month of continuous service since the last completed year of continuous service;
- (ii) three weeks' pay for each completed year of continuous service thereafter, plus a pro-rata payment for each completed month of continuous service since the last completed year of continuous service;
- (iii) for employees over fifty years of age, four weeks' pay for each year of service beyond fifty years of age including pro-rata adjustment for each completed month of continuous service since the last completed year of continuous service;
- (iv) the minimum sum payable under these arrangements including any payment in lieu of notice (four weeks), is eight weeks' salary and the maximum including any payment in lieu of notice (four weeks), is eighty-four weeks' salary; and
- (v) the sum payable to an employee under these arrangements shall not exceed the salary that would be payable were the employee to continue in employment until the maximum retiring age.

11.3 For the purpose of calculating any payment under Sub-clause 11.2:-

- (i) where an employee has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which the employee receives notice of retrenchment the salary level

shall be the employee's salary in such higher position at that date;

- (ii) where an employee during fifty percent or more of pay periods in the twelve months immediately preceding the date on which the employee receives notice of retrenchment, has been paid an allowance for shift work, the weekly average amount (calculated over a year) of shift allowance received during the twelve month period shall be counted as part of "weekly salary".
- (iii) other allowances, being allowances in the nature of salary, may be included with the approval of Australia Post.

## **12. ANNUAL LEAVE AND LONG SERVICE LEAVE**

12.1 Recreation leave, leave bonus and long service leave entitlements will be paid in accordance with the prescribed entitlements.

12.2 While normally employees are not entitled to pro-rata long service leave until they have accrued ten years' continuous service, employees retrenched under this agreement shall on termination receive payment for an amount equivalent to pro-rata long service after one year's continuous service.

## **13. USE OF SICK LEAVE**

13.1 The formal notice period provided under the arrangements will be extended by any periods of certificated sick leave taken during such period.

## **14. AGREEMENT NOT TO PREVENT OTHER ACTION**

14.1 Nothing in this agreement may be used to circumvent existing Australia Post staff mobility agreements or to prevent the reduction in classification of an employee or the retirement of an employee as a

result of action under discipline, invalidity, inefficiency or loss of essential qualification provisions.

**15. SUPERANNUATION**

15.1 All standard superannuation entitlements will apply to employees retrenched under these arrangements.

**16. RIGHT OF RETURN TO APS**

16.1 The acceptance of voluntary retrenchment automatically severs any entitlement to return to the Australian Public Service a former Commonwealth employee may have. Any surplus employee with such rights contemplating a return to the APS should seek information from the Public Service Commission either direct or through his/her staff clerk without delay, as time limits apply.

**17. CONTINUOUS SERVICE**

17.1 For the purposes of this Agreement, "continuous service" includes service with other Commonwealth Employing Authorities, or service with the Defence Forces which is recognised for long service leave purposes by Australia Post provided that:

- (i) there has been no break in the successive periods of service: and
- (ii) service with a former employer was not terminated because of retrenchment; retirement on the grounds of invalidity, inefficiency or loss of essential qualification, forfeiture of office, dismissal on disciplinary grounds; termination of probationary appointment because of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the employee. Receipt of retirement superannuation benefits is a conclusive indication of age retirement.

**18. CESSATION OF OTHER PROVISIONS**

18.1 At the date of introduction of this Agreement, entitlements to other retrenchment benefits will cease and the parties will take action to have the existing redundancy Awards covering Australia Post repealed.

**19. DISPUTE SETTLEMENT**

- 19.1 During the period of the Agreement any disputes or problems over the application or interpretation of the Agreement shall be resolved in accordance with the Joint Statement of Understanding.
- 19.2 Where the consultative processes contained in the Joint Statement of Understanding fails to settle a dispute on matters arising from implementation of this Agreement, the parties agree to refer the matter to the Australian Industrial Relations Commission (AIRC) and will abide by any recommendation made by the AIRC in settlement of the dispute.

**20. PERIOD OF OPERATION**

20.1 The period of operation of the Agreement shall be from the date of certification by the Australian Industrial Relations Commission to 20 April 1996.

**21. PARTIES TO THE AGREEMENT**

- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)
- Community and Public Sector Union (CPSU)
- Association of Professional Engineers, Scientists and Managers of Australia (APESMA)
- Australian Workers' Union (AWU)
- Australian Manufacturing Workers' Union (AMWU)
- Media, Entertainment and Arts Alliance (MEAA)

# Attachment K

## – Australia Post Redundancy/Redeployment/ Retraining Agreement

### FORM A

#### Situations of Potential Redundancy: General Notification

1. DATE OF ADVICE:
2. AREA/S AFFECTED:
3. PROPOSED COMPLETION DATE:
4. POSITIONS IDENTIFIED AS EXCESS:  
(Existing organisation chart/s to be attached)
  - 4.1 LOCATION/S:
  - 4.2 NUMBER OF POSITIONS:
  - 4.3 CLASSIFICATIONS:
  - 4.4 EXPLANATION OF REASON/CAUSE AND  
WORKLOAD IMPACT:  
(This explanation should address future  
workload)
5. CONSEQUENTIAL STAFFING STRUCTURE  
– STAFF REQUIRED FOR CONTINUING  
FUNCTIONS IN AREA AFFECTED:  
(Proposed organisation chart/s to be  
attached)
  - 5.1 NUMBER OF POSITIONS:
  - 5.2 CLASSIFICATIONS:

### FORM B

#### Situations of Potential Redundancy: Individual Position Surplus to Requirements

1. DATE OF ADVICE:
  2. DESIGNATION:
  3. POSITION NUMBER:
  4. REASONS WHY:
  5. OCCUPANT:
    - 5.1 NAME:
    - 5.2 SEX:
    - 5.3 AGE:
    - 5.4 YEARS OF SERVICE:
    - 5.5 WORK TELEPHONE NUMBER:
    - 5.6 HIGHER DUTIES:  
(Past 14 months)
    - 5.7 REDEPLOYMENT PROSPECTS:
- OUTCOME OF DISCUSSIONS WITH UNION:



## **JOINT STATEMENT OF UNDERSTANDING**

Australia Post and the ACTU agree that the future viability of the enterprise is critically dependent on it enjoying a reputation for reliability and efficiency in providing service to customers.

To enhance its reputation and protect its viability, Australia Post and the ACTU have commitment to identifying any areas where interpersonal relations and industrial relations and their effect on staff morale are unsatisfactory and implementing appropriate remedial action.

The parties agree that pre-emptive industrial action must be avoided in favour of a mechanism which allows local unresolved problems to be raised to higher levels for resolution.

Similarly, the parties agree that management should not implement contentious decisions without adequate consultation and where necessary relevant issues should be referred to higher levels for consultation.

Agreements negotiated at the national level are not to be re-negotiated at the State or local level.

To achieve these goals, the parties agree to the following principles and processes of participative management:

1. Effective local consultative arrangements are to be put in place and middle managers, supervisors and staff are to be assisted and encouraged to participate more in the problem-solving and decision-making at their own workplace.
2. Effective, 2-way communication with staff is to take place and first line/middle managers are to be assisted and encouraged to play a greater role.
3. Adequate training is to be given to those management, supervisors and staff involved in participative groups to enable them to talk meaningfully to each other and to identify, analyse and resolve problems.
4. The reasons for changes affecting the workplace are to be clearly explained to and discussed with all staff prior to implementation.
5. Contentious decisions or implementation difficulties arising out of National agreements are to be referred to higher levels before implementation so that consultation can take place at those levels.
6. The roles and functions of various management levels and union representatives need to be clearly documented and respected.

The parties agree that priority needs to be given to putting the above principles into effect and national and State groups will be established to lead and monitor resultant action.

# Attachment L

## – WorkReady Process ‘WorkReady’ Program Process Flow - 2017





