**Australia Post Enterprise Award 2015**

This Fair Work Commission consolidated modern award was made on 17 July 2015 ([PR569577](http://www.fwc.gov.au/awardsandorders/html/PR569577.htm)).

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1. Application and Operation
2. Title

This award is the *Australia Post Enterprise Award 2015*.

1. Commencement
	1. This award commences on 17 September 2015.
	2. The monetary obligations imposed on Australia Post by this award may be absorbed into overaward payments. Nothing in this award requires Australia Post to maintain or increase any overaward payment.
	3. The making of this award is not intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award, the Fair Work Commission may make any order it considers appropriate to remedy the situation.
2. Definitions and interpretation
	1. In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

**Australia Post** means the Australian Postal Corporation

**construction work** means all work, subject to the disabilities set out in clause 26.17, wherever performed, other than that defined as Maintenance Work or Shop Work

**employee** means a person employed in classifications covered by this award subject to any limitations or exclusions specified in this award

**head station** means:

* + 1. for employees who are ordinarily required to work day by day at the same fixed place of work – the place fixed by Australia Post and advised in writing to the employee; and
		2. 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

**immediate family** has the same meaning as contained under the Act

**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

**NES** means the National Employment Standards as contained in sections 59 to 131 of the Act

**standard rate** means the minimum annual wage for a Postal Delivery Officer in 23 – Minimum Annual Salary Rates

* 1. Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
1. Coverage
	1. This award covers:
		1. Australia Post; and
		2. all employees employed in classifications under clause 22 (as those classifications are amended or replaced from time to time).
	2. This award does not cover an employee excluded from award coverage by the Act.
2. Inconsistency with Determinations

This award will be read in conjunction with determinations made from time to time under section 89 of the *Australian Postal Corporation Act 1989*. Where a determination is inconsistent with the provisions of this award, the award will prevail.

1. Access to the Award and the National Employment Standards

Australia Post must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

1. The National Employment Standards and this Award

The [NES](http://www.fwa.gov.au/awardmod/download/nes.pdf) and this award contain the minimum conditions of employment for employees covered by this award.

1. Facilitation by Individual Agreement
	1. Notwithstanding any other provision of this award, Australia Post and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of Australia Post and the individual employee. The terms Australia Post and the individual employee may agree to vary the application of are those concerning:
		1. Hours of Duty (clause 30);
		2. Notice of Reduction in Hours – Part-Time Employees (clause 16.5);
		3. Hours of Duty – Make Up Time (clause 31.8);
		4. Breaks – Meal Break (clause 33.1)
		5. Overtime – Time Off Instead of Payment (clause 31.7);
		6. Seven Day Shift Workers – Additional Annual Leave – Payment in Lieu (clause 34.2(f));
		7. Seven Day Shift Workers – Payment for Public Holidays During Leave (clause 36.4(d)); and
		8. Substitution of Public Holidays by Agreement (clause 36.3).
	2. Australia Post and the individual employee must have genuinely made the agreed facilitative arrangements without coercion or duress.
	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.
	4. The 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.
	5. The facilitative agreement between Australia Post and the individual employee must:
		1. be confined to a variation in the application of one or more of the terms listed in clause 8.1; and
		2. result in the employee being better off overall than the employee would have been if no individual facilitative agreement had been agreed to.
	6. The facilitative agreement between Australia Post and the individual employee must also:
		1. 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;
		2. state each term of this award that Australia Post and the individual employee have agreed to vary;
		3. detail how the application of each term has been varied by agreement between Australia Post and the individual employee; and
		4. state the date the agreement commences to operate.
	7. Australia Post must give the individual employee a copy of the facilitative agreement and keep the agreement as a time and salary record.
	8. Where relevant circumstances change, Australia Post or the employee can review the arrangements established under these facilitative provisions and can, subject to 13 weeks’ notice, withdraw their agreement.
	9. The right to make an agreement pursuant to clause 8 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 award.
2. Facilitation by Majority Agreement
	1. Notwithstanding any other provision of this award, Australia Post and the majority of employees in a workplace may agree to vary the application of certain terms of this award to meet the genuine individual needs of Australia Post and the majority of employees. The terms Australia Post and the majority of employees may agree to vary the application of are those concerning:
		1. Hours of Duty (clause 30); and
		2. Breaks – Meal Break (clause 33.1).
	2. Unions with members employed in a workplace or part of it, shall be informed of the intention to use the facilitative provisions under clause 9.

Hours of Duty - Facilitative Provisions

By agreement with the majority of employees hours of duty may be varied in the following manner:

* + 1. The ordinary hours of dutyof 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 four weeks.
		2. The ordinary hours of day workers may be between the hours of 6.30 am and 6.00 pm.
		3. Ordinary hours of duty shall be worked on an average of no more than five attendances per week over a cycle.
		4. Ordinary hours of duty on any one day may be between six and ten hours.
1. Dispute Over Facilitation

In the event that a dispute or concern arises over the implementation or continued operation of a facilitative provision, the matter will be handled under the arrangements in clause 12.

1. Consultation and Dispute Resolution
2. Consultation Regarding Major Workplace Change

Australia Post to notify

* + 1. Where Australia Post has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Australia Post must notify the employees who may be affected by the proposed changes and their representatives, if any.
		2. **Significant effects** include termination of employment; major changes in the composition, operation or size of Australia Post’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

Australia Post to discuss change

* + 1. Australia Post must discuss with the employees affected and their representative, if any, the introduction of the changes referred to in clause 11.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
		2. The discussions must commence as early as practicable after a definite decision has been made by Australia Post to make the changes referred to in clause 11.1(a).
		3. For the purposes of such discussion, Australia Post must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to Australia Post’s interests.

Consultation about changes to rosters or hours of work

* + 1. Where Australia Post proposes to change an employee’s regular roster or ordinary hours of work, Australia Post must consult with the employee or employees affected and their representatives, if any, about the proposed change.
		2. Australia Post must:
			1. provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);
			2. invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
			3. give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
		3. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
		4. These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.
1. Dispute Resolution
	1. In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
	2. If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 12.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
	3. The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
	4. Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
	5. Australia Post or an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
	6. While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by Australia Post to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
	7. To assist in the resolution of disputes in Australia Post a union delegate/employee representative, referred to in 12.5, will be granted leave of absence to attend short courses conducted by a recognised training provider which are specifically directed towards effective dispute resolution. The grant of leave will be subject to the operating requirements of Australia Post.
	8. The specific training courses will be agreed between Australia Post and the individual employee.
	9. A union delegate/employee representative granted leave of absence under this clause will not suffer any loss of pay.
2. Notice boards

To facilitate work related communication between employees and their union and/or employee representatives at the workplace, Australia Post will permit the use of notice boards. Australia Post retains the right to reject and remove the posting of any material which is not in relation to agreements or award related issues.

1. Types of Employment and Termination of Employment
2. Types of Employment
	1. An employee will be engaged on a permanent, fixed-term or casual basis. A permanent or fixed-term employee may be employed on a full-time or part-time basis.
	2. At the time of engagement, Australia Post will inform each employee in writing of the terms of their engagement, including:
		1. whether or not they are to be full-time, part-time, fixed-term or casual;
		2. whether a probationary period applies, and if so the expected duration and maximum duration of the period;
		3. if the person is engaged as a fixed-term employee, the project, task or temporary resource need in relation to which the person has been engaged and/or the duration of the engagement; and
		4. list of the main instruments governing the terms and conditions of employment.
	3. The engagement of an employee is subject to the employee satisfying the prescribed medical assessments as to health and physical fitness and meeting the prescribed character checks.
3. Full-time Employment

A full-time employee is an employee who is engaged to work an average of 36.75 ordinary hours per week.

1. Part-time Employment

General

* + 1. A part-time employee is an employee (other than a casual) who is engaged to perform less than the full-time ordinary hours of 36.75 hours per week on a reasonably predictable basis.
		2. Part-time employees are entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.

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.

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.

Hours Varied

Subject to 16.5 and 16.6, 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.

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.

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 16.4.

Temporary part time Support Services Officers

Terms and conditions applying 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 are contained in Schedule C.

1. Casual Employment
	1. A casual employee is an employee who is engaged and paid by the hour but does not include an employee who could properly be classified as full-time, part-time or fixed-term.
	2. A casual employee must be paid per hour at the rate of 1/36.75th of the weekly rate prescribed by clause 23 – Minimum Weekly Salary Rates for the classification in which the employee is engaged, plus a loading of 25%. This loading is instead of entitlements to leave and other matters from which casuals are excluded by the terms of this award and the NES.
	3. A casual employee is entitled to the same ordinary duty penalties under clause 32.3 as apply to permanent employees for duty on the particular day. Such penalties are in addition to the casual loading referred to in clause 17.2.
2. Fixed-term Employment
	1. A fixed-term employee is an employee engaged for an extended fixed period or to undertake a specific task.
	2. 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 the NES.
	3. A fixed-term employee may be employed on a full-time or part-time basis.
3. Probation
	1. A full-time, part-time or fixed-term employee will be on probation for a period of three months or where the employee is subject to a formal training program for the duration of the program, whichever is the longer. After this period, the employment is confirmed or terminated.
	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.
4. Termination of Employment
	1. Notice of termination by Australia Post to an employee is provided for in the NES.

Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of Australia Post except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice Australia Post may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

Job search entitlement

Where Australia Post has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with Australia Post.

1. Redundancy
	1. Redundancy pay is provided for in the NES.

Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to under the NES if the employment had been terminated and Australia Post may, at Australia Post’s option, make payment instead of an amount equal to the difference between the former ordinary rate of pay and the ordinary rate of pay for the number of weeks of notice still owing.

Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments that they would have received under clause 21 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

Job search entitlement

* + 1. An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.
		2. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Australia Post, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
		3. This entitlement applies instead of clause 20.3 of this award.
1. Salary Rates, Classifications and Related Matters
2. Classifications

General

An employee under this award, except as otherwise stated, will be paid the minimum annual salary prescribed in accordance with clause 23 appropriate to that employee’s classification.

Work Level Standards

Employees are to be classified in accordance with relevant work level standards where such standards exist, provided that Australia Post may, following consultation with the employees and their representatives, if any, apply to the FWC to replace any existing work level standards with a new classification structure for inclusion in the award.

Employee Duties

* + 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.
		2. Any such direction shall be consistent with Australia Post’s responsibility to provide a safe and healthy work environment.

Training

* + 1. Australia Post shall provide employees with training relevant to the duties to be performed.
		2. Information outlining such training shall be held available at each workplace.

Selection

Employees

The selection of employees for positions shall be in accordance with procedures determined by Australia Post, following consultation with unions.

Information

Australia Postshall hold available at each workplace information relating to selection procedures relevant to classifications employed at that workplace.

1. Minimum Annual Salary Rates

Adult employees

The minimum salary rates of pay for a full-time adult employee are set out below:

|  | **$** |
| --- | --- |
| **OPERATIONS** |  |
| **Agency Assistant** |  |
| Agency Assistant Grade 1 | 35,218 |
| Agency Assistant Grade 2 | 35,622 |
| **Customer Contact Centre Group** |  |
| Level 1 Customer Service Trainee | 36,837 |
| Level 2 Customer Service Consultant | 38,051 |
| Level 3 Customer Care Consultant | 40,075 |
| Level 4 Business Relationship Consultant | 42,707 |
| Level 5 Team Leader Customer Service | 43,718 |
| Level 6 Team Leader Business Sales | 46,956 |
| Level 7 Specialist Manager | 50,600 |
| **Electronic Mail** |  |
| Electronic Mail Operator | 38,254 |
| Electronic Mail Co-ordinator | 42,099 |
| **Food Services** |  |
| Senior Attendant | 36,432 |
| Cafeteria Manager Grade 2 | 41,289 |
| **Mail Processing Group** |  |
| Trainee Mail Officer Level 1 | 35,218 |
| Mail officer | 36,837 |
| Senior Mail Officer Grade 1 | 40,682 |
| Senior Mail Officer Grade 2 | 41,897 |
| Trainee Mail Processing Co-ordinator | 39,873 |
| Mail Processing Co-ordinator Grade 1 | 42,505 |
| Mail Processing Co-ordinator Grade 2 | 44,730 |
| Mail Processing Co-ordinator Grade 3 | 47,564 |
| Mail Processing Co-ordinator Grade 4 | 51,613 |
| Mail Room Officer | 35,421 |
| Mail Room Supervisor | 44,933 |
| **Postal Delivery Group – Parity** |  |
| Trainee Postal Delivery Officer | 35,218 |
| Postal Delivery Officer | 36,837 |
| Senior Postal Delivery Officer Grade 1 | 39,671 |
| Senior Postal Delivery Officer Grade 2 | 40,682 |
| Senior Postal Delivery Officer Grade 3 | 41,289 |
| Postal Delivery Co-ordinator Grade 1 | 42,505 |
| Postal Delivery Co-ordinator Grade 2 | 44,730 |
| Postal Delivery Co-ordinator Grade 3 | 47,564 |
| **Parcel Post Group** |  |
| Trainee Parcel Post Officer Level 1 | 35,218 |
| Parcel Post Officer | 37,849 |
| Senior Parcel Post Officer Grade 1 | 40,682 |
| Senior Parcel Post Officer Grade 2 | 41,897 |
| Parcel Post Co-ordinator Grade 2 | 44,730 |
| Parcel Post Co-ordinator Grade 3 | 47,564 |
| **Postal Transport Group (Parity including Driver/Sorter)** |  |
| Postal Transport Officer | 37,647 |
| Senior Postal Transport Officer | 39,469 |
| Postal Transport Co-ordinator Grade 1 | 41,289 |
| Postal Transport Co-ordinator Grade 2 | 43,313 |
| Postal Transport Co-ordinator Grade 3 | 46,755 |
| Postal Transport Co-ordinator Grade 4 | 48,374 |
| Postal Transport Co-ordinator Grade 5 | 51,005 |
| **Postal Services Group** |  |
| Trainee Postal Services Officer | 35,622 |
| Postal Services Officer | 37,241 |
| Senior Postal Services Officer Grade 1 | 42,707 |
| Senior Postal Services Officer Grade 2 | 45,338 |
| Postal Manager Grade 1 | 48,576 |
| Postal Manager Level 2 | 52,826 |
| Postal Manager Level 3 | 59,100 |
| **Sprintpak** |  |
| Sprintpak Level 1 | 35,421 |
| Sprintpak Level 2 | 40,278 |
| Sprintpak Level 3 | 44,933 |
| **Stores** |  |
| Stores Officer | 37,444 |
| Senior Stores Officer | 38,861 |
| Stores Supervisor | 42,099 |
| Senior Stores Supervisor Grade 1 | 44,123 |
| Senior Stores Supervisor Grade 2 | 46,552 |
| Senior Stores Supervisor Grade 3 | 49,993 |
| **Support Services** |  |
| Support Services Officer Grade 1 | 35,825 |
| Support Services Officer Grade 2 | 37,444 |
| Support Services Officer Grade 3 | 39,064 |
| Support Services Officer Grade 4 | 41,088 |
| Garage Attendant | 36,231 |
|  |  |
| **ADMINISTRATIVE/PROFESSIONAL**  |  |
| **Counsellor** |  |
| Counsellor Class 2 | 52,826 |
| Counsellor Class 3 | 58,697 |
| **Engineer** |  |
| Engineer Class 2 | 53,029 |
| Engineer Class 3 | 58,899 |
| **Librarian** |  |
| Librarian Class 1 | 41,695 |
| Librarian Class 2 | 49,993 |
| Librarian Class 3 | 54,648 |
| **Postal Administrative** |  |
| Administrative Officer – Level 1 | 37,241 |
| Administrative Officer – Level 2 | 40,278 |
| Administrative Officer – Level 3 | 44,933 |
| Administrative Officer – Level 4 | 50,803 |
| Administrative Officer – Level 5 | 57,481 |
| Administrative Officer – Level 6  | 60,922 |
|  |  |
| **TECHNICAL** |  |
| **Apprentice/Assistant** |  |
| Apprentice – Adult | 37,444 |
| Drafting Assistant Grade 1 | 37,647 |
| Graphic Design Assistant Grade 1 | 37,647 |
| **Postal Technical Officer** |  |
| Postal Technical Officer Level 1 | 38,254 |
| Postal Technical Officer Level 2 | 40,075 |
| Postal Technical Officer Level 3 | 42,707 |
| Postal Technical Officer Level 4 | 45,946 |
| Postal Technical Officer Level 5 | 54,243 |
| Postal Technical Officer Level 6 | 56,874 |
| Postal Technical Officer Level 7 | 58,899 |
| Postal Technical Officer Level 8 | 61,732 |
| Postal Technical Officer Level 9 | 62,947 |
| **Technical Services Officer** |  |
| Senior Technical Services Officer Grade 1 | 53,029 |
| Senior Technical Services Officer Grade 2 | 55,661 |
| Senior Technical Services Officer Grade 3 | 62,947 |
| Principal Technical Services Officer Grade 1 | 61,732 |
| Principal Technical Services Officer Grade 2 | 62,947 |

Junior rates

A junior employee under 21 years of age 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 salary rate in clause 23.1 as specified in Table 2 below, to the minimum total award rate of an adult employee of the same classification.

**TABLE 1**

| **Classification** |
| --- |
| **Operations** |
| Mail Officer |
| Mail Room Officer |
| Parcel Post Officer |
| Postal Delivery Officer |
| Sprintpak Level 1 |
| Trainee Mail Officer |
| Trainee Parcel Post Officer |
| Trainee Postal Delivery Officer |
| Trainee Postal Services Officer  |
| **Administrative/Professionals** |
| Administrative Officer Level 1 |
| **Technical** |
| Drafting Assistant Grade 1 |
| Graphic Design Assistant Grade 1 |
| Postal Technical Officer Level 1 |

**TABLE 2**

| **Age** | **Percentage of rate per week** |
| --- | --- |
|  | **%** |
| Under 17 years | 50 |
| At 17 years | 60 |
| At 18 years | 70 |
| At 19 years | 81 |
| At 20 years | 91 |

Apprentice rates

* + 1. This clause applies to apprentice employees within the Technical Group classifications in clause 23.1 of this award.
		2. An apprentice employee under 21 years of age will be paid a percentage of the appropriate minimum salary rate prescribed for a Postal Technical Officer Level 2 in clause 23.1 as specified below:

| **Age or length of service as an apprentice** | **Percentage of rate per week for Postal Technical Officer Level 2** |
| --- | --- |
|  | **%** |
| 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 |

* + 1. An apprentice employee will be advanced as a Postal Technical Officer Level 2 on the satisfactory completion of the apprenticeship and will be paid a minimum salary rate of $40,075.

Conditions of salary advancement

* + 1. This clause applies to employees classified as:
			1. Postal Services Officer;
			2. Mail Officer;
			3. Parcel Post Officer; or
			4. Postal Delivery Officer.
		2. New employees will start on the Trainee level. A trained employee who resumes employment with Australia Post can be engaged at the base level if competency for this level can be demonstrated.
		3. Full-time and part-time trainees will be advanced to the relevant base level salary rate after three months’ employment with Australia Post.
		4. Casual and fixed-term employees will be advanced to the relevant base level salary rate after three months’ aggregate employment in any twelve-month period.
		5. Junior employees will receive the relevant Junior Trainee or base level salary rate in accordance with the percentages set out in clause 23.2 until the employee has completed twelve months’ employment, or turns 18.5 years of age whichever is later.
1. Supported wage system

See Schedule A.

1. National training wage

See Schedule B.

1. Allowances

Dependant Allowance

Eligibility

An employee under 21 years of age who has a wholly or substantially dependent spouse and/or child and whose annual salary is below $38,182 shall be paid an allowance to raise the employee’s salary to that amount.

Spouse

For the purpose of this clause, **spouse** includes a defacto spouse.

Intermittent Driving Allowance

Adult Employee

An employee who is in receipt of salary less than the rate payable to a Postal Transport Officer specified in clause 23.1 and who is required to drive a motor vehicle or a fork lift on any day or part day shall be paid an allowance to raise salary for that day to the Postal Transport Officer rate. The determination of the allowance shall be subject to the normal rules for the payment of higher duties allowance.

Junior Employee

An employee less than 21 years of age and on junior rates who is required to drive a motor vehicle or a fork lift on any day or part of a day shall be paid such an allowance as is necessary to raise salary for that day to an amount equivalent to the appropriate percentage specified for the age in the Table below of the minimum salary payable to a Postal Transport Officer specified in clause 23.1.

| **Table** |
| --- |
| **Age of Employee** | **Percentage of minimum****Adult Salary** |
|  | **%** |
| Under 17 years | 50 |
| At 17 years | 60 |
| At 18 years | 70 |
| At 19 years | 81 |
| At 20 years | 91 |

Living Away From Home Allowance

Eligibility

An employee shall be paid a living away from home allowance if the employee is:

* + - 1. less than 21 years of age; and
			2. required to live away from home in rented accommodation or under board and lodging conditions; and
			3. is receiving an annual salary below $34,193.

Amount

The allowance payable under clause 26.3 is the fortnightly amount needed to raise the employee’s annual salary to $34,193.

Higher duties allowance

* + 1. An employee whotemporarily performs duties at a higher level will be paid an allowance as follows:

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 an amount commensurate with the proportion of higher duties performed.

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.

Minimum Period

An employee cannot be paid higher duties allowance unless the period is at least half a day (continuous) provided that any continuous periods between half a day and a day shall be regarded as one full day for payment purposes.

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.

In-Charge allowance

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 rate of $48,584.

Overtime meal allowance

* + 1. An employee will be paid an overtime meal allowance of $16.00 per meal where the employee is required to work at least:
			1. one hour of overtime after the employee’s ordinary time of ending work. In determining whether an overtime attendance is continuous with ordinary work, unpaid meal breaks are to be disregarded;
			2. five hours of overtime on a day the employee is not rostered for ordinary work; or
			3. an additional five hours of overtime after the employee becomes eligible for a first meal allowance under clause 26.6(a)(i) or clause 26.6(a)(ii).
		2. A part-time employee will only be eligible for a meal allowance if they perform work which attracts payment at overtime rates under clause 31.2 – Payment for working overtime or clause 32.9 – Stretch of shift.
		3. No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed for a meal break.
		4. Where a three course meal can be obtained by the employee at an Australia Post cafeteria, the meal allowance payable is the maximum amount which can be charged for a three course meal.

Private motor vehicle allowance

An employee is entitled to be reimbursed for reasonable expenses incurred in the use of a private motor vehicle if the employee is authorised by Australia Post to use the vehicle:

* + 1. for the performance of work; or
		2. in circumstances where Australia Post would otherwise meet the costs of the employee’s journey.

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.

Clothing and tools

* + 1. Where Australia Post requires an employee to wear any protective clothing, Australia Post will reimburse the employee for the cost of purchasing such clothing.
		2. Where Australia Post requires an employee to provide and use tools for the performance of work, Australia Post will reimburse the employee for the cost of purchasing such tools.
		3. Clause 26.9(a) and clause 26.9(b) do not apply where the protective clothing or tools are provided to the employee by Australia Post.

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 Table 1 below.

|  |  |  |
| --- | --- | --- |
|  | **TABLE 1** |  |
|  | **First Aid Allowance** |  |
| **Standard** | **Qualification Held** | **Rate per Week (as a % of the standard rate)** |
| Certificate Standard A | St John Ambulance Australia Senior First Aid Certificate Level 2 First Aid Certificate; or an equivalent qualification. | 0.02823 |
| Certificate Re‑examination Standard B | St. John Ambulance Australia Advanced First Aid Certificate/Level 3 First Aid Certificate; or Australian Red Cross Occupational First Aid Course Certificate; or an equivalent qualification. | 0.03502 |
| Medallion Standard C | St John Ambulance Occupational First Aid/Level 4 First Aid Certificate; or an equivalent qualification. | 0.04235 |

Transfers, travelling and working away from usual place of work

* + 1. **Travelling allowance**
			1. 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; or

**(C)** carrying out duties at another place by direction of an authorised manager/supervisor.

* + - 1. An employee who is required to be on duty away from the employee’s head station or temporary head station 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.
			2. Payment of the allowance provided under clause 26.11(a)(ii) is subject to the following conditions:

**(A)** no other cost re-imbursement 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.

Excess Fares

Where an employee is on temporary duty away from their head station, Australia Post will pay the employee an allowance equal to any excess costs incurred in travelling between the employee’s residence and the temporary station.

* + 1. **Head station relocation expenses**
			1. Where an employee’s head station is transferred to a new location because of a change in the organisation or operations of Australia Post, the employee is entitled to be paid an allowance equivalent to the amount of excess fares paid or reasonable travel expenses incurred by the employee for a period of three months.
			2. Clause 26.11(c)(i) does not apply if the employee is classified as an Administrative Officer Level 6 or Postal Manager Level 3.
		2. **Transfer costs**

Where an employee is transferred from one location to another:

* + - 1. in the interest of Australia Post; or
			2. in the ordinary course of promotion; or
			3. on account of illness of such a nature as to justify the transfer; or
			4. after a residence of three or more years in a prescribed isolated locality or a locality where climatic conditions are severe; or
			5. to fill a vacancy in a prescribed isolated locality or a locality where climatic conditions are severe; and
			6. the transfer necessitates a change in residence,

the employee is entitled to have paid by Australia Post:

* + - 1. the reasonable cost of conveyance of the employee and the employee’s dependants; and
			2. 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.

Excess travelling time

* + - 1. This clause does not apply to an employee being paid at the salary rate applicable to an employee classified as Administrative Officer 6 or Postal Manager 3.
			2. An employee who is required to travel or work away from their head station will be paid for the time spent travelling or working (not including overtime) in excess of:

**(A)** their usual hours of work for the day; and

**(B)** the time spent between leaving home and starting duty at their head station and between finishing work at the head station and arriving home.

* + - 1. An employee will not be paid:

**(A)** unless the excess time is more than 30 minutes on any day or two and a half hours in any pay period in the case of an employee whose ordinary hours are confined to five days of the week; or

**(B)** for more than five hours in any one day.

* + - 1. Payment will be made at the rate of:

**(A)** 100% of their ordinary rate on a Monday to Saturday inclusive; and

**(B)** 150% of their ordinary rate on a Sunday; and

**(C)** 150% of their ordinary rate on a public holiday under clause 36 – Public holidays; and

**(D)** for part-time employees who work less than five days per week, an amount of time in any pay period calculated by multiplying the number of days worked each pay period by 15 minutes. For example, if a part-time employee works four days per week, excess travelling time would not be payable under this provision unless the excess time is more than two hours in a pay period, calculated by multiplying eight days worked each pay period by 15 minutes.

* + - 1. **Travelling time** means:

**(A)** the time during which an employee has to wait for change of trains or other form of scheduled transport between the advertised and actual time of departure;

**(B)** for an employee not absent from their permanent or temporary head station overnight, the time spent outside their usual hours of work for the day waiting between the time of arrival at the scene of work and the time of commencement of work, and/or between the time of finishing work and the time of departing on the first available train or other form of transport; and

**(C)** time spent in travelling on transfer in all cases where transfer expenses are allowed except where the transfer involves a promotion which carries increased pay.

* + - 1. **Travelling time** does not include:

**(A)** travelling time during which an employee is required to perform work while travelling, walking, cycling or driving a vehicle;

**(B)** travelling time by train between 10.30 pm and 7.00 am; or

**(C)** travelling time from one capital city to another (day and night), where a sleeping berth is provided.

* + - 1. 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 first. If the time spent by an employee proceeding direct to and returning from such a place of work establishes a claim for payment for excess travelling time, it will be assessed in accordance with this clause.

Study assistance

If an employee is approved by Australia Post as a student to undertake a course of study or a short course of instruction, the employee may be entitled to a full or partial reimbursement of the fees incurred for the course.

Tonnage allowance

An employee required to drive a motor vehicle listed in Table 1 below will be paid the prescribed allowance for each day or part thereof that the vehicle is driven on a public carriageway:

**TABLE 1**

| **Vehicle type** | **Rate per day****(as a % of the standard rate)** |
| --- | --- |
| **Light Rigid Vehicle**  | 0.00970 |
| (Trucks from 4.5 to 13.9 tonnes Gross Vehicle Mass) |  |
| **Heavy Rigid Vehicle** | 0.01910 |
| (Trucks exceeding 13.9 tonnes Gross Vehicle Mass) |  |
| **Articulated Vehicle** | 0.03310 |
| (Linehaul, wharf work and heavy rigid/dog trailer combinations) |  |
| **Road Train** | 0.04485 |
| (B double combinations) |  |

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 at the rate of 0.00654% of the standard rate per day.

Divide allowance

* + 1. An employee required to deliver a portion of a round (not less than 100 delivery points) other than one of the normal three rounds will be paid a divide allowance of 0.01991% of the standard rate per day if they are employed in one of the following classifications:
			1. Postal Delivery Officer; or
			2. Senior Postal Delivery Officer Grade 1; or
			3. Senior Postal Delivery Officer Grade 2; or
			4. Senior Postal Delivery Officer Grade 3.
		2. A relief employee required to deliver a portion (being not less than 100 delivery points) will be paid the divide allowance in clause 26.15(a).
		3. A Trainee Postal Delivery Officer who is performing Postal Delivery Officer duties will be paid the divide allowance in clause 26.15(a).

Gladstone locality allowance

An employee living and working in Gladstone, Queensland, will be paid an allowance of:

* + 1. 2.57078% of the standard rate per annum if the employee has one or more dependents; or
		2. 1.32204% of the standard rate per annum if the employee has no dependents.

Industry allowance

* + 1. 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 of 0.07927% of the standard rate per week to compensate for the following disabilities of the industry; namely, being subject to:
			1. climatic conditions when working in the open on all types of work or on a multi-storey building prior to it being enclosed;
			2. the physical disadvantage of having to climb stairs or ladders, particularly on multi-storey buildings prior to an elevator being available;
			3. dust blowing in the wind on building sites;
			4. sloppy and muddy conditions associated with the initial stages of the erection of a building;
			5. dirty conditions caused by the use of form oil or from green timber;
			6. drippings from newly poured concrete;
			7. the disability of working on all types of scaffolds other than a lightweight swinging scaffold; and
			8. the lack of the usual amenities associated with factory work (e.g. meal rooms, change rooms, lockers etc).
		2. **Table 1** – Classifications Eligible for Industry Allowance

|  |
| --- |
| **Classifications Eligible for Industry Allowance** |
| 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 |

* + 1. An employee engaged in Maintenance Work or Shop Work who is required to perform Construction Work for more than two hours will be paid the allowance in clause 26.17(a) for the whole day.

Postal delivery officer functional allowance

An employee required to deliver one or more rounds other than the normal three rounds will be paid a functional allowance of 0.01991% of the standard rate per day if they are classified as:

* + 1. Postal Delivery Officer; or
		2. Senior Postal Delivery Officer Grade 2 (non-relief employee); or
		3. Senior Postal Delivery Officer Grade 3.

Sorting allowance

A Postal Transport Officer:

* + 1. who has completed a prescribed course of training in sorting; and
		2. is required on any day or part of a day to undertake manual sorting duties of outward mail using geographical knowledge, postcode or other sorting cues; and
		3. is subject to prescribed sorting standards,

will be paid an allowance to raise their salary rate for the day to an amount equal to the minimum salary rate payable to a Postal Delivery Officer.

Special rates allowance

* + 1. This clause applies to Technical employees only, but it does not apply to employees classified as Postal Technical Officer Level 9.

Disability allowance 1

An employee will be paid an allowance of 0.00180% of the standard rate per hour if they are required to work:

* + - 1. in conditions which are offensive or otherwise distressing, including being unusually dirty, wet or obnoxious to an extent greater than that which would be normally encountered; or
			2. for than one hour in situations of extreme heat (>46 Celsius) or extreme cold (<0 Celsius) where the temperature has been raised or artificially lowered; or
			3. on all spray painting carried out in other than a properly constructed booth.
		1. **Disability allowance 2**

An employee will be paid an allowance of 0.00224% of the standard rate per hour if they are required to work:

* + - 1. with materials regarded as offensive (i.e. asbestos, hot bitumen/asphalt, and insulation materials such as insulwool, pumice etc); or
			2. 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).

Special rates not cumulative

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

* + 1. **Special rates allowance during periods of leave**

The special rates allowances set out in clause 26.20(b) and 26.20(c) are not payable during a period of leave.

1. Adjustment of Expense Related Allowances
	1. At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published in the ABS since the allowance was last adjusted.
	2. The applicable index figure is the index figure published by the ABS for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

|  |  |
| --- | --- |
| **Allowance** | **Applicable CPI figure** |
| Overtime Meal Allowance | Take away and fast foods sub-group |

1. Payment of Salaries
	1. Employees must be paid their salaries fortnightly.
	2. Salaries will be paid by electronic funds transfer into the bank or financial institution nominated by the employee or cheque to the employee’s home address.
	3. Notwithstanding anything contained in this clause, Australia Post must pay to an employee who leaves or is dismissed all money due to the employee immediately. Where an employee dies, Australia Post may pay all money due to the employee’s dependents or their legal personal representative.
2. Superannuation

Superannuation legislation

* + 1. Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, deals with the superannuation rights and obligations of employers and employees. The rights and obligations in clause 29 supplement those in superannuation legislation.
		2. For the purpose of clause 29:
			1. ‘**Chosen Fund**’ has the meaning given to it by the *Superannuation Guarantee (Administration) Act 1992*;
			2. ‘**employer MySuper product’** has the meaning given to it by section 23A of the *Fair Work Act 2009;* and
			3. ‘**MySuper product’** has the meaning given to it by section 23A of the *Fair Work Act 2009*.
		3. Under superannuation legislation, individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not have a Chosen Fund, clause 29.4 below applies.

Employer contributions

Australia Post must make superannuation contributions to a superannuation fund, for the benefit of each employee, at a level which will avoid Australia Post being required to pay the superannuation guarantee charge under superannuation legislation in relation to that employee.

Voluntary employee contributions

* + 1. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Australia Post to pay on behalf of the employee a specified amount from the post-taxation salary of the employee into the same superannuation fund as Australia Post makes the superannuation contributions provided for in clause 29.2.
		2. An employee may adjust the amount the employee has authorised Australia Post to pay from the wages of the employee, from the first day of the pay period commencing on or after the giving of three months’ written notice to Australia Post.
		3. Australia Post will pay the amount authorised under clauses 29.3(a) or 29.3(b), no later than 28 days after the end of the month in which the deduction authorised under clauses 29.3(a) or 29.3(b) was made.

Default Fund term

If an employee does not have a Chosen Fund, Australia Post must make the superannuation contributions provided for in clause 29.2 to one of the following superannuation funds or its successor:

* + 1. the Australia Post Superannuation Fund (defined contribution) maintained by AMP (or a successor fund which is a complying superannuation fund and which offers a generic MySuper product);
		2. a superannuation fund that offers an employer MySuper product that relates to Australia Post;
		3. a superannuation fund in relation to which a default fund employee is a defined benefit member;
		4. a superannuation fund that is an exempt public sector superannuation scheme;
		5. a superannuation fund that is a public sector superannuation scheme as defined by the Superannuation Industry (Supervision) Act, and a law of a State requires Australia Post to make contributions to for the benefit of the employee; or
		6. a superannuation fund in relation to which a transitional authorisation is in operation under section 156K of the *Fair Work Act 2009*.
1. Hours of Work and Related Matters
2. Ordinary hours of work (other than for shiftworkers)
	1. Except as otherwise provided under clause 30 and clause 32 - Shiftwork, the ordinary hours of work shall not exceed 36.75 hours per week, or an average of 36.75 hours over the period of an agreed roster cycle.
	2. Except as otherwise provided under clause 30 and clause 32 - Shiftwork, the daily hours of ordinary duty will not exceed 7 hours 21 minutes, except where work is performed by Operational and Technical Group employees with a reduced number of attendances, in which case the daily hours of ordinary duty will not exceed hours and 10 minutes.

Ordinary hours of work—Postal Services Group employees

* + 1. This clause applies to employees within the Postal Services Group classifications in clause 23.1 of this award.
		2. The ordinary hours of duty of retail employees will be 36.75 per week Monday to Friday, provided that:
			1. Australia Post will be permitted to roster employees for weekend duty and other than within the limits of 8.00 am and 6.00 pm;
			2. no employee will be rostered for ordinary duty on more than five days in any seven day period;
			3. an employee rostered for ordinary duty between 6.30 am and 8.00 am Monday to Friday will receive a penalty of 50% of their ordinary rate for the time worked between those hours;
			4. 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.

Ordinary hours of work—Technical Group employees working in unusual conditions

* + 1. This clause applies to employees within the Technical Group classifications in clause 23.1 of this award.
		2. An employee who works for more than one hour per day in conditions which in the opinion of the employee’s supervisor are unusually cramped, distressing or unhealthy, for example:
			1. in a tunnel;
			2. under floors;
			3. in lift wells;
			4. on overhead equipment close to ceilings;
			5. inside and under mail processing equipment; and
			6. behind switchboards, etc,

will have their ordinary hours of work for that day reduced by 30 minutes. Where such a reduction occurs, the employee’s ordinary hours of work on other days will not be increased.

Ordinary hours of work—Postal Delivery Officers

* + 1. Subject to clauses 30.5(b) and 30.5(c), the ordinary hours of duty of full-time employees classified as Postal Delivery Officers under clause 23.1 of this award will be 36.75 hours per week to be worked 8 hours on Monday, 7 hours on Tuesday, Wednesday and Thursday, and 7.75 hours on Friday.
		2. Where operational requirements necessitate the working of an 8 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 30.5(a).
		3. Where an employee was employed as a Postal Sorting Officer immediately prior to the incorporation of that classification into the Postal Delivery Officer Classification under the *Australia Post Operations Award 1999*, and immediately prior to that date the employee’s daily hours of duty were 7 hours and 21 minutes, such ordinary hours of duty will be retained.

Spread of ordinary hours

The ordinary hours of work of employees in the Administrative/Professional classifications set out in clause 23.1 of this award and employees in the Technical classifications set out in clause 23.1 of this award, other than for shift workers, shall be worked from Monday to Friday:

* + 1. 8.00 am and 6.00 pm, in respect of Administrative/Professional employees; and
		2. 7.00 am and 6.00 pm, in respect of Technical employees.

Flexible Hours

* + 1. This clause applies to employees within the Administrative/Professional classifications in clause 23.1 of this award.
		2. The Flexible Working Hours Scheme shall be made available to employees where work routines are not entirely dependent on customer/work flows or operational requirements.
		3. The operation of the Flexible Hours Working 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.
		4. The Flexible Working Hours Scheme will operate consistent with the provisions of clause 30.7, containing arrangements for the standard day, span of hours in accordance with clause 30.1, and including matters dealing with core times, settlement period, flex periods, flex credits and debits, and core time leave.
		5. 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.
		6. The following definitions apply for the purposes of the Flexible Working Hours Scheme under clause 30.7:
			1. **core time** means the periods during the day when an employee will perform ordinary duty unless absent on approved leave or core time leave;
			2. **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;
			3. **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;
			4. **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;
			5. **flex period** means the periods during the day when an employee’s hours of duty and times of attendance may be varied;
			6. **settlement period** means the ordinary working days over which calculations are made to determine flex credit or flex debit carry over; and
			7. **standard day** means the ordinary hours of work per day as provided by clause 30.2.
1. Overtime

Reasonable overtime

* + 1. Subject to clause 31.1(b), Australia Post may require an employee to work reasonable overtime in accordance with the provision of this clause.
		2. 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:
			1. any risk to employee health and safety;
			2. the employee’s personal circumstances including any family responsibilities;
			3. the needs of the workplace or enterprise.
			4. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
			5. any other relevant matter.

Payment for working overtime

* + 1. This clause does not apply to shiftworkers or employees being paid at the level of Administrative Officer Level 6 or Postal Manager Grade 3.
		2. Hours worked by full-time employees in excess of the ordinary hours of work or outside the spread of ordinary hours fixed in clause 30.6 will be paid at the rate of:
			1. 150% of their ordinary rate for the first three hours and 200% of their ordinary rate thereafter on Monday to Saturday inclusive; and
			2. 200% of their ordinary rate on a Sunday; and
			3. 250% of their ordinary rate on a public holiday under clause 36 – Public holidays.
		3. Hours worked by part-time employees in excess of 7 hours 21 minutes on any day or on more than five days in any week will be paid at the rate applicable to full-time employees on that day in clause 31.2(b). Hours worked by part-time employees in excess of the agreed hours in clause 16.3 or as varied under clause 16.4 and 16.5 but which do not attract payment for working overtime, will be paid at the employee’s ordinary rate of pay.
		4. Hours worked by casual employees in excess of 7 hours 21 minutes on any day will be paid at the rate applicable to full-time employees on that day in clause 31.2(b).
		5. An employee’s ordinary rate of pay for the purpose of calculating payment for overtime includes higher duties allowance or any allowance based on salary under this award.
		6. Overtime is calculated on a daily basis.
		7. The hourly rate for overtime payment is ascertained by the following formula:

**(A ÷ 313 x 6 ÷ 36.75) x P**

Where:

* A is the annual salary; and
* P is the prescribed rate.

Technical Group Employees

Payment for overtime for Technical Group Employees will be subject to the conditions prescribed in clause 31, except that Technical Group Employees will be paid at the rate of double time for all overtime duty performed between 11.00 p.m. on one day and 7.00 a.m. on the next day.

Minimum Overtime Payment

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.

Meal Breaks Disregarded

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

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.

Restriction

* + - 1. 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 work place, a minimum payment of one hour applies; and

**(B)** where recalled to the workplace, a minimum payment of three hours applies.

* + - 1. Provided that where duty is performed more than once, the minimum overtime payment provisions of 31.4(d)(i)(A) and 31.4(d)(i)(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.

Overtime to restore essential services

An employee required by Australia Post to perform work away from their usual place of employment outside ordinary hours of work to restore essential services in emergency circumstances either by using a remote computer terminal or by providing technical advice over the telephone will be paid in accordance with clause 31.9 – Restriction duty.

Emergency Duty

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% of their ordinary rate.

Travel Time Included

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

Minimum Payment

The minimum overtime payment provisions in 31.1 do not apply to emergency duty. The minimum payment for emergency duty shall be for two hours at 200% of their ordinary rate.

Rest Relief

The rest relief after overtime provisions 33.2 apply to overtime worked in the circumstances covered by emergency duty 31.6 only where the actual time worked (excluding travelling time) is at least two hours on each call.

Time off instead of overtime payment

* + 1. This clause applies to employees who are eligible for payment for working overtime.
		2. Time off instead of payment for overtime may be provided if an employee so elects and it is agreed to by Australia Post.
		3. Such time off will be taken at a mutually convenient time and within agreed timeframes.
		4. Time off instead of payment for overtime will equate to the overtime rate (i.e. if the employee works one hour of overtime and elects to take time off instead of payment the time off would be equal to one and a half hours or, where the rate of pay for overtime is double time, two hours).
		5. Where an employee is required to perform a full day’s work on a Sunday in addition to the prescribed ordinary hours of work for the week, the employee is to be granted a day off during the following six days where practicable. In such cases, the payment for Sunday attendance is at the ordinary rate of pay instead of the overtime rate of pay.

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 during ordinary hours of work and works those hours at a later time during the spread of ordinary hours provided in this award, at ordinary rates.

Restriction Duty

* + 1. Australia Post maydirect 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.
		2. Payment will be subject to the following conditions:
			1. except with the approval of Australia Post, employees employed in classifications of Administrative Officer Level 6 or Postal Manager Level 3 are not eligible to receive payment;
			2. the provisions of 31.6 will not apply where an employee is recalled to duty while restricted.
		3. 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 31.9(b), be paid an allowance:
			1. at a rate of 7.5% of their ordinary rate for each hour restricted Monday to Friday;
			2. at a rate of 10% of their ordinary rate for each hour restricted Saturday and Sunday;
			3. at a rate of 15% of their ordinary rate for each hour restricted on public holidays and rostered days off;
			4. 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.
		4. An employee’s salary for the purpose of calculation of the allowance under 31.9(c) includes:
			1. higher duties allowance; or
			2. the normal salary applicable to the position, the occupant of which is required to be restricted, whichever is the higher; and
			3. any other allowances in the nature of salary.
		5. The hourly rate of payment will be calculated as follows:

**(A ÷ 313 x 6 ÷ 36.75) x P**

Where:

* A is the annual salary; and
* P is the % of their ordinary rate prescribed in clause 31.9(c).
	+ 1. 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.
		2. 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 31.9(c).
		3. The provisions of clause 26.11(e) - 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 31.9(c) will be paid for the time spent in travelling.
1. Shiftwork

Ordinary hours of work

* + 1. The ordinary hours of work for shiftworkers shall not exceed 36.75 hours per week or an average of 36.75 hours over the period of a cycle of shifts.
		2. Employees within the Technical Group classifications in clause 23.1 of this award may be rostered to work up to a maximum of nine ordinary hours in any day except Saturday. On Saturdays, the maximum period of ordinary duty will be 10 hours.
		3. Employees within the Technical Group classifications in clause 23.1 of this award may be rostered to work a minimum of seven ordinary hours in any day.

Relief Duty

Technical Group Employees who are 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

Shiftwork penalties

* + 1. An employee performing ordinary work on a shift in whole or in part between the hours of 6.00 pm and 6.30 am will be paid an additional payment of 15% of their ordinary rate for the whole shift.
		2. A full-time employee performing ordinary work continuously for a period of more than four weeks on a shift between the hours of 6.00 pm and 8.00 am will be paid an additional payment of 30% of their ordinary rate for the whole shift.
		3. A part-time employee performing ordinary work for a period of more than four weeks on a shift between the hours of 9.00 pm and 6.30 am will be paid an additional payment of 30% of their ordinary rate for the whole shift.
		4. An employee performing ordinary work on a shift between midnight on Friday and midnight on Saturday will be paid at the rate of 150% of their ordinary rate.
		5. An employee performing ordinary work on a shift between midnight on Saturday and midnight on Sunday will be paid at the rate of 200% of their ordinary rate.
		6. An employee other than an employee classified as Administrative Officer Level 6 or Postal Manager Grade 3 performing ordinary work on a day which is a public holiday under clause 36 – Public holidays will be paid at the rate of 250% of their ordinary rate.

Facilitative Arrangements

For Technical Group Employees, in cases where the provisions of this clause do not fully satisfy either operational 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.

Additional payments not cumulative

The additional payments prescribed by clause 32.3 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 Award.

Additional payments during training courses

The additional payments in clause 32.3 will be paid in respect of any work which an employee would have performed had the employee not been in attendance at a training course at the direction of Australia Post.

Additional payments during annual leave

The additional payments in clause 32.3 will be paid in respect of any work (other than work on a public holiday under clause 36 – Public holiday) which an employee would have performed had the employee not been on approved annual leave in accordance with clause 34.

Exchange Of Shifts/Substitute Employee

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.

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.

Stretch of Shift

* + 1. Employees whose ordinary hours of duty, broken or unbroken, exceeds 10 hours in the case of employees within the Mail Officers classifications in clause 23.1 of this award, 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.
		2. Provided that in cases where Postal Delivery Officers begin work before 6.00 am 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.

Interval Between Shifts

* + 1. Shifts shall be arranged so that an employee has a minimum break of 10 hours continuously off duty between shifts.
		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 change over of shifts.

Duty on a Public Holiday

Minimum payment

* + - 1. 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.
			2. For the purposes of clause 32.11:

**(A)** duty broken by a meal period shall not constitute more than one attendance; and

**(B)** 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.

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 36.4(a), 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 clause 32.3(d) - Saturday ordinary duty, 32.3(e) - Sunday ordinary duty or 31 - Overtime, as appropriate.

Overtime

* + 1. For the purposes of clause 32.13, **shiftworker** means an employee who is rostered on:
			1. alternating or rotating shifts or a constant shift involving regular ordinary duty after 1.00 pm on Saturday;
			2. a shift which, but for it being worked continuously with the approval of Australia Post or to suit Australia Posts’ convenience, would fall within 32.13(a)(i).
		2. Hours worked by a shiftworker in excess of the ordinary hours of work fixed under clause 32.1 will be paid at the rate of:
			1. 150% of their ordinary rate for the first three hours and 200% of their ordinary rate thereafter on Monday to Friday inclusive; and
			2. 200% of their ordinary rate on a Saturday and a Sunday; and
			3. 250% of their ordinary rate on a public holiday under clause 36 – Public holidays.
1. Breaks

Meal break

* + 1. Subject to clause 33.1(b), an employee shall not be employed for more than five hours continuously without being granted a meal break of not less than 30 minutes nor more than 75 minutes, provided that:
			1. 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;
			2. by agreement between Australia Post and an employee, the employee concerned may work in excess of five hours but not more than six hours without a meal break.
			3. However, where an employee is required to work in excess of five hours on any day or shift, a meal break must be granted.
		2. Technical Group Employees will not 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 a Technical Group Employee is engaged on shift duty, the employee may be required to remain in attendance during the shift break subject to the following conditions:
			1. where the meal break is rostered as duty, no additional payment will be made;
			2. 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

Rest relief after overtime

* + 1. This clause applies to employees who are eligible for payment for working overtime under clause 31.2 – Payment for working overtime and clause 32.13 – Overtime.
		2. 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.
		3. 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 such absence.
1. Leave and Public Holidays
2. Annual Leave

Annual leave entitlement

Annual leave is provided for in the NES. Annual leave does not apply to casual employees. These provisions supplement the NES entitlements and all references to quantities of leave under clause 34 incorporate the entitlements provided for by the NES.

Annual leave – Seven day shiftworkers

* + 1. Under the NES, an employee who is a seven day shiftworker is entitled to an additional week of paid annual leave per year.
		2. For the purposes of the additional week of annual leave provided for in clause 34.2(a), a seven day shiftworker is an employee who is rostered to, and has worked, regularly on Sundays and public holidays.
		3. A part-time employee who satisfies the definition of a seven day shiftworker in clause 34.2(b) is not eligible for the additional week of paid annual leave unless the employee works at least five shifts per week or at least the number of shifts a week on average of an equivalent full-time employee.
		4. Where a seven day shiftworker is rostered to work on less than 10 Sundays per year, the shiftworker is not entitled to the additional week of paid annual leave but will accrue additional leave at the rate of 1/10th of a working week in respect of each Sunday worked.
		5. Rostered Sunday overtime shifts do not count for the purposes of clause 34.2(a) if they are less than three hours’ duration. Where a rostered overtime shift starts on a Saturday and extends into Sunday or starts on a Sunday and extends into Monday it is deemed to be a Sunday overtime shift for the purposes of this clause.
		6. A seven day shiftworker may elect to receive payment instead of the additional week of annual leave accrued under clause 34.2(a) with the agreement of Australia Post.

Annual leave – Employees in remote localities

* + 1. For the purposes of clause 34.3, **remote locality** means those localities declared by the Department of Employment as being eligible for payment of a district allowance.
		2. An employee who works in a prescribed remote locality is entitled to a period of annual leave equivalent to:
			1. the employee’s ordinary hours of work during a period of four weeks exclusive of public holidays which fall within the period of leave; and
			2. an additional period commensurate with the level of hardship associated with that location and the additional time involved in travelling to and from that location during a period of annual leave.

Annual leave loading

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:

* + - 1. 17.5% of their ordinary rate as at the accrual date of the leave subject to a maximum payment of the equivalent of the Australian Statistician’s average weekly total earnings of all employees (males) August Preliminary for the year preceding the year in which the date of leave credit occurs; or:
			2. 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.

Requirement to take leave notwithstanding terms of the NES

Australia Post may require an employee to take annual leave by giving at least four weeks’ notice in the following circumstances:

* + 1. as part of a close-down of its operations; or
		2. where more than eight weeks’ leave is accrued.

Payment instead of leave

Payment is not to be made or accepted in lieu of annual leave except as provided in clause 34.2(f) of this award.

Part-time Employees

A part-time employee is entitled to the provisions of this clause. However, for the purposes of 34.4(a) the maximum payment is calculated by means of the following formula:

* + 1. Average Weekly Earnings x (A ÷ B)
		2. where:
			1. A is the hours of annual leave payable to a part-time employee; and
			2. B is the hours worked by a full-time employee over the equivalent period.

Timing of Payment

As long as an application is made for at least one week of the Annual Leave to which the Annual Leave Loading relates, payment of the Annual Leave Loading is to be made:

* + 1. to employees on a leave roster, at the same time as payment for such leave; and
		2. to other employees, with the payment for leave following a request for payment of the Annual Leave Loading.
1. Personal/Carer’s Leave and Compassionate Leave
	1. The provisions of this clause apply to permanent and fixed term full-time and part-time employees but do not apply to casual employees. The entitlements of casual employees are set out in clause 35.16.
	2. Personal/carer’s leave and compassionate leave are provided for in the NES. These provisions supplement the NES entitlements and all references to quantities of leave under clause 35 incorporate the entitlements provided for by the NES.

Personal/carer’s leave entitlement

For each year of service with Australia Post, an employee is entitled to 15 days of paid personal/carer’s leave. Personal/carer’s leave accrues in accordance with Table 1 below:

| **Period of employment** | **Days** |
| --- | --- |
| On completion of each 20 days continuous employment | 1 |
| On completion of 12 months’ employment | 15 |
| On completion of each additional 12 months’ employment | 15 |

Taking paid carer’s leave

* + 1. An employee is entitled to use up to 10 days’ paid personal/carer’s leave, including accrued leave, each year to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household because of illness, injury or an unexpected emergency.
		2. An employee may access an additional amount of their accrued personal/carer’s leave beyond the limit set out in clause 35.4(a) with the agreement of Australia Post.

Employee must give notice

* + 1. This clause applies for the purposes of clause 35 – Personal/carer’s leave and compassionate leave.
		2. 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.
		3. In the case of carer’s leave under clause 35.3, the employee shall, wherever practicable, give Australia Post notice of the leave prior to the absence and the estimated length of absence.
		4. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Australia Post by telephone of such absence at the first opportunity on the day of absence.

Evidence supporting claim

* + 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.
		2. In relation to the provision of evidence for carer’s leave under clause 35.4:
			1. for carer’s leave of a single day’s 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
			2. 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.
		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.

Sick leave without certificate

* + 1. Despite 35.6(a) and subject to the availability of credits, Australia Post may grant sick leave without production of a medical certificate for up to 36¾ hours in any sick leave year, subject to any such leave not exceeding three continuous days.
		2. Except as provided in 35.7(a), where sick leave is granted without production of medical evidence, such leave is without pay.

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 35.6(a).

Employee to provide medical report

* + 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:
			1. may be unfit or incapable of discharging duties;
			2. may be a danger to other employees or members of the public due to state of health;
			3. has been absent through illness for a continuous period exceeding 13 weeks;
			4. has been absent through illness and the authorised employee believes that the employee is not fit to resume duty.
		2. An employee who is required to furnish a medical report or undergo a medical examination under 35.9 must do so as soon as practicable.

War service sick leave

Where an employee provides Australia Post with satisfactory medical evidence that their absence from work 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. If an employee’s war service sick leave credits have expired, the employee may apply for personal/carer’s leave under this clause.

Recognition of prior public employment

* + 1. An employee’s continuous employment with one or more other public employers may be regarded as service with Australia Post for personal/carer’s leave purposes. For permanent employees, employment is regarded as continuous if any break in public employment does not exceed two months.
		2. For the purposes of clause 35.11(a), **public employers** has the same meaning as public employers who are covered by the prior service provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

Sick leave without pay

An employee who has exhausted their paid leave entitlement may be granted leave without pay by Australia Post provided that:

* + 1. in the first year of continuous employment, the employee’s aggregate period of sick leave without pay must not exceed 20 days; and
		2. in respect of any continuous period of absence thereafter, leave with and without pay must not exceed 78 weeks.

Maximum period of absence

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

Medical retirement

* + 1. The retirement of an employee on the ground of invalidity will not occur earlier than the date on which the employee’s personal/carer’s leave credit is exhausted provided that:
			1. the continuous period for which an employee may be granted sick leave on full pay immediately prior to retirement does not exceed 52 weeks; and
			2. an additional credit of sick leave does not accrue following the date of the decision to retire the employee.
		2. An employee who has been retired on invalidity grounds is to be re-credited with the sick leave credits held immediately prior to their retirement if they are reappointed.

Compassionate leave entitlement for full-time and part-time employees

* + 1. Permanent and fixed term full-time or part-time employees are entitled to three days’ paid leave for each occasion when a member of the employee’s immediate family or a member of the employee’s immediate household dies, subject to the production of evidence to Australia Post’s satisfaction. The quantity of leave provided under clause 35.15 incorporates the entitlements provided for in the NES.
		2. An employee may take unpaid leave for each occasion when a member of the employee’s immediate family or a member of the employee’s immediate household dies with the agreement of Australia Post, subject to the production of evidence to Australia Post’s satisfaction.

Leave entitlements for casual employees

* + 1. Subject to clause 35.16(b), and the evidentiary and notice requirements in clause 35.5 and clause 35.6, casual employees are entitled to not be available to attend work, or to leave work:
			1. if they need 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, or the birth of a child; or
			2. upon the death of a member of their immediate family or household.
		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 (ie. two days) per occasion.
		3. A casual employee is not entitled to any payment for a period of non-attendance under clause 35.16.
		4. Australia Post must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in clause 35.16. The rights of Australia Post to engage or not to engage a casual employee are otherwise not affected.
1. Public holidays
	1. Public holidays are provided for in the NES. These provisions supplement the NES and all references to quantities of leave under clause 36 incorporate the quantities provided for by the NES.

Designated holidays

* + 1. The following days will be observed as public holidays:
			1. New Year’s Day;
			2. Good Friday;
			3. Easter Saturday;
			4. Easter Monday;
			5. Christmas Day; and
			6. Boxing Day.
		2. The following days, as prescribed in the relevant States, Territories and localities, will be observed as public holidays:
			1. Australia Day;
			2. Anzac Day;
			3. Queen’s Birthday; and
			4. Eight Hours’ Day or Labour Day.
		3. In addition to the holidays prescribed in clauses 36.2(a) and 36.2(b), the following days shall be observed as holidays:
			1. **New South Wales:** An Authorised Holiday on a day agreed between the parties or in the event that the parties cannot agree, the day will be determined by the Fair Work Commission after giving the parties an opportunity to be heard;
			2. **Victoria:** Melbourne Cup Day or local equivalent;
			3. **Queensland**: Royal National Show or the day gazetted for the local show in the appropriate area;
			4. **South Australia:** Adelaide Cup Day;
			5. **Western Australia:** Foundation Day;
			6. **Tasmania**: Royal Hobart Regatta (Southern Tasmania) or Recreation Day (Northern Tasmania);
			7. **Northern Territory:** Picnic Day; and
			8. **ACT**: Canberra Day.

Substitution of public holidays by agreement

Australia Post and an employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or relevant section or sections of it.

Substitute public holidays

* + 1. Where Christmas Day falls on a Saturday or a Sunday, 27 December will be observed as the public holiday instead of the prescribed day.
		2. Where Boxing Day falls on a Saturday or a Sunday, 28 December will be observed as the public holiday instead of the prescribed day.
		3. Where New Year’s Day or Australia Day falls on a Saturday or a Sunday, the following Monday will be observed as the public holiday instead of the prescribed day.
		4. A seven day shiftworker who is rostered off duty on a public holiday will be given a day’s leave in lieu of that holiday within one month or paid at the ordinary rate of pay.
1. Community service leave

Community service leave is provided for in the NES. These provisions supplement the NES, and incorporate the entitlements contained in the NES.

Payment to employees on jury service

* + 1. 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.
		2. An employee must pay to Australia Post so much of any jury fees received less costs necessarily incurred as Australia Post considers reasonable.
1. Parental leave

Parental leave is provided for in the NES. These provisions supplement the NES and all references to quantities of leave under clause 38 incorporate the entitlements provided for by the NES.

Maternity leave

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

Unpaid pre-adoption leave

An employee is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations necessary as part of the adoption procedure. The employee and Australia Post must 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.

Communication during parental leave

* + 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:
			1. 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
			2. 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.
		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.
		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 38.3(a).
1. Leave to attend as a witness in industrial proceedings
	1. An employee is entitled to leave without loss of ordinary pay if they are summoned to appear as a witness in proceedings under the Act, as amended from time to time. The period of leave is the amount of time necessary for the employee to attend as a witness.
	2. Leave granted by Australia Post under clause 39.1 will count as period of service.
2. —Supported Wage System
	1. This schedule 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 award.
	2. In this schedule:

**approved 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

**assessment instrument** means the tool 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

**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

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**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 the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate

Eligibility criteria

* + 1. Employees covered by this schedule 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 award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
		2. This schedule 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 award relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

* + 1. Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| **Assessed capacity (clause A.5)****%** | **Relevant minimum wage****%** |
| --- | --- |
| 10 | 10 |
| 20 | 20 |
| 30 | 30 |
| 40 | 40 |
| 50 | 50 |
| 60 | 60 |
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

* + 1. Provided that the minimum amount payable must be not less than $81 per week.
		2. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

* + 1. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted Australia Post and the employee and, if the employee so desires, a union which the employee is eligible to join.
		2. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by Australia Post as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

* + 1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by Australia Post with the Fair Work Commission.
		2. All SWS wage assessment agreements must be agreed and signed by the employee and Australia Post parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

Workplace adjustment

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

Trial period

* + 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 schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
		2. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
		3. The minimum amount payable to the employee during the trial period must be no less than $81 per week.
		4. Work trials should include induction or training as appropriate to the job being trialled.
		5. Where Australia Post and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause A.5.
1. —National Training Wage

Title

This is the *National Training Wage Schedule*.

Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

* + - 1. include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
			2. include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
			3. not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

Coverage

* + 1. Subject to clauses B.3.2 to B.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix B1 to this schedule or by clause B.5.4 of this schedule.
		2. This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix B1 to this schedule.
		3. This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
		4. This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
		5. Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
		6. At the conclusion of the traineeship, this schedule ceases to apply to the employee.

Types of Traineeship

The following types of traineeship are available under this schedule:

* + 1. a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
		2. a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

Minimum Wages

Minimum wages for full-time traineeships

Wage Level A

Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B1 are:

|  | **Highest year of schooling completed** |
| --- | --- |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per week** | **per week** | **per week** |
|  | **$** | **$** | **$** |
| School leaver | 295.10 | 325.00 | 387.20 |
| Plus 1 year out of school | 325.00 | 387.20 | 450.60 |
| Plus 2 years out of school | 387.20 | 450.60 | 524.40 |
| Plus 3 years out of school | 450.60 | 524.40 | 600.40 |
| Plus 4 years out of school | 524.40 | 600.40 |  |
| Plus 5 or more years out of school | 600.40 |  |  |

Wage Level B

Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix B1 are:

|  | **Highest year of schooling completed** |
| --- | --- |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per week** | **Per week** | **per week** |
|  | **$** | **$** | **$** |
| School leaver | 295.10 | 325.00 | 376.80 |
| Plus 1 year out of school | 325.00 | 376.80 | 433.40 |
| Plus 2 years out of school | 376.80 | 433.40 | 508.20 |
| Plus 3 years out of school | 433.40 | 508.20 | 579.70 |
| Plus 4 years out of school | 508.20 | 579.70 |  |
| Plus 5 or more years out of school | 579.70 |  |  |

Wage Level C

Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix B1 are:

|  | **Highest year of schooling completed** |
| --- | --- |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per week** | **per week** | **per week** |
|  | **$** | **$** | **$** |
| School leaver | 295.10 | 325.00 | 376.80 |
| Plus 1 year out of school | 325.00 | 376.80 | 424.10 |
| Plus 2 years out of school | 376.80 | 424.10 | 473.80 |
| Plus 3 years out of school | 424.10 | 473.80 | 527.90 |
| Plus 4 years out of school | 473.80 | 527.90 |  |
| Plus 5 or more years out of school | 527.90 |  |  |

AQF Certificate Level IV traineeships

* + - * 1. Subject to clause B.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
				2. Subject to clause B.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| **Wage level** | **First year of traineeship** | **Second and subsequent years of traineeship** |
| --- | --- | --- |
|  | **per week** | **per week** |
|  | **$** | **$** |
| Wage Level A | 623.50 | 647.70 |
| Wage Level B | 601.60 | 624.70 |
| Wage Level C | 547.50 | 568.20 |

Minimum wages for part-time traineeships

Wage Level A

Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B1 are:

|  | **Highest year of schooling completed** |
| --- | --- |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per hour** | **per hour** | **per hour** |
|  | **$** | **$** | **$** |
| School leaver | 9.71 | 10.70 | 12.74 |
| Plus 1 year out of school | 10.70 | 12.74 | 14.83 |
| Plus 2 years out of school | 12.74 | 14.83 | 17.25 |
| Plus 3 years out of school | 14.83 | 17.25 | 19.74 |
| Plus 4 years out of school | 17.25 | 19.74 |  |
| Plus 5 or more years out of school | 19.74 |  |  |

Wage Level B

Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix B1 are:

|  | **Highest year of schooling completed** |
| --- | --- |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per hour** | **per hour** | **per hour** |
|  | **$** | **$** | **$** |
| School leaver | 9.71 | 10.70 | 12.40 |
| Plus 1 year out of school | 10.70 | 12.40 | 14.26 |
| Plus 2 years out of school | 12.40 | 14.26 | 16.73 |
| Plus 3 years out of school | 14.26 | 16.73 | 19.08 |
| Plus 4 years out of school | 16.73 | 19.08 |  |
| Plus 5 or more years out of school | 19.08 |  |  |

Wage Level C

Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix B1 are:

|  | **Highest year of schooling completed** |
| --- | --- |
|  | **Year 10** | **Year 11** | **Year 12** |
|  | **per hour** | **per hour** | **per hour** |
|  | **$** | **$** | **$** |
| School leaver | 9.71 | 10.70 | 12.40 |
| Plus 1 year out of school | 10.70 | 12.40 | 13.95 |
| Plus 2 years out of school | 12.40 | 13.95 | 15.58 |
| Plus 3 years out of school | 13.95 | 15.58 | 17.36 |
| Plus 4 years out of school | 15.58 | 17.36 |  |
| Plus 5 or more years out of school | 17.36 |  |  |

School-based traineeships

Subject to clauses B.5.2(f) and B.5.3 of this schedule,the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix B1 are as follows when the trainee works ordinary hours:

|  |
| --- |
| **Year of schooling** |
| **Year 11 or lower** | **Year 12** |
| **per hour** | **per hour** |
| **$** | **$** |
| 9.71 | 10.70 |

AQF Certificate Level IV traineeships

* + - * 1. Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
				2. Subject to clauses B.5.2(f) and B.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

| **Wage level** | **First year of traineeship** | **Second and subsequent years of traineeship** |
| --- | --- | --- |
|  | **per hour** | **per hour** |
|  | **$** | **$** |
| Wage Level A | 20.51 | 21.31 |
| Wage Level B | 19.77 | 20.54 |
| Wage Level C | 18.01 | 18.70 |

Calculating the actual minimum wage

* + - * 1. Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses B.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
				2. Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses B.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
				3. Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses B.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

Other minimum wage provisions

* + - 1. An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
			2. If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix B1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

Employment conditions

* + 1. A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
		2. A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
		3. Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

Note: The time to be included for the purpose of calculating the wages for part‑time trainees whose approved training is fully off‑the‑job is determined by clause B.5.2(f)(ii) and not by this clause.

* + 1. Subject to clause B.3.5 of this schedule,all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

**Appendix B1: Allocation of Traineeships to Wage Levels**

The wage levels applying to training packages and their AQF certificate levels are:

**B1.1 Wage Level A**

| **Training package** | **AQF certificate level** |
| --- | --- |
| Aeroskills | II |
| Aviation | IIIIII |
| Beauty | III |
| Business Services | IIIIII |
| Chemical, Hydrocarbons and Refining | IIIIII |
| Civil Construction | III |
| Coal Training Package | IIIII |
| Community Services | IIIII |
| Construction, Plumbing and Services Integrated Framework | IIIIII |
| Correctional Services | IIIII |
| Drilling | IIIII |
| Electricity Supply Industry—Generation Sector | IIIII (in Western Australia only) |
| Electricity Supply Industry—Transmission, Distribution and Rail Sector | II |
| Electrotechnology | IIIIII (in Western Australia only) |
| Financial Services | IIIIII |
| Floristry | III |
| Food Processing Industry | III |
| Gas Industry | III |
| Information and Communications Technology | IIIIII |
| Laboratory Operations | IIIII |
| Local Government (other than Operational Works Cert I and II) | IIIIII |
| Manufactured Mineral Products | III |
| Manufacturing | IIIIII |
| Maritime | IIIIII |
| Metal and Engineering (Technical) | IIIII |
| Metalliferous Mining | IIIII |
| Museum, Library and Library/Information Services | IIIII |
| Plastics, Rubber and Cablemaking | III |
| Public Safety | III |
| Public Sector | IIIII |
| Pulp and Paper Manufacturing Industries | III |
| Retail Services (including wholesale and Community pharmacy) | III |
| Telecommunications | IIIII |
| Textiles, Clothing and Footwear | III |
| Tourism, Hospitality and Events | IIIIII |
| Training and Assessment | III |
| Transport and Distribution | III |
| Water Industry (Utilities) | III |

**B1.2 Wage Level B**

| **Training package** | **AQF certificate level** |
| --- | --- |
| Animal Care and Management | IIIIII |
| Asset Maintenance | IIIIII |
| Australian Meat Industry | IIIIII |
| Automotive Industry Manufacturing | IIIII |
| Automotive Industry Retail, Service and Repair | IIIIII |
| Beauty | II |
| Caravan Industry | IIIII |
| Civil Construction | I |
| Community Recreation Industry | III |
| Entertainment | IIIIII |
| Extractive Industries | IIIII |
| Fitness Industry | III |
| Floristry | II |
| Food Processing Industry | III |
| Forest and Forest Products Industry | IIIIII |
| Furnishing | IIIIII |
| Gas Industry | III |
| Health | IIIII |
| Local Government (Operational Works) | III |
| Manufactured Mineral Products | III |
| Metal and Engineering (Production) | IIIII |
| Outdoor Recreation Industry | IIIIII |
| Plastics, Rubber and Cablemaking | II |
| Printing and Graphic Arts | IIIII |
| Property Services | IIIIII |
| Public Safety | III |
| Pulp and Paper Manufacturing Industries | III |
| Retail Services | III |
| Screen and Media | IIIIII |
| Sport Industry | IIIII |
| Sugar Milling | IIIIII |
| Textiles, Clothing and Footwear | III |
| Transport and Logistics | III |
| Visual Arts, Craft and Design | IIIIII |
| Water Industry | III |

**B1.3 Wage Level C**

| **Training package** | **AQF certificate level** |
| --- | --- |
| Agri-Food | I |
| Amenity Horticulture | IIIIII |
| Conservation and Land Management | IIIIII |
| Funeral Services | IIIIII |
| Music | IIIIII |
| Racing Industry | IIIIII |
| Rural Production | IIIIII |
| Seafood Industry | IIIIII |

1. —Temporary Part-time Support Services Officers

Scope

The provisions in this Schedule C 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 this award 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.

Rates of pay

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.

Loading

This hourly rate is to be increased by a loading of 12.5% for all time worked up to and including seven 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 seven 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 seven hours 21 minutes in a day or a total of 36.75 hours in a week as the case may be.

Minimum payment

Irrespective of the rate of pay prescribed at C.2.1 and the loading at C.2.2, an employee must be paid a minimum of two hours pay for attendance on any day or shift.

Loading on annual leave

The 12.5% loading prescribed in C.2.2 is to continue to be paid during annual leave.

Leave

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

Overtime, holidays, shift, Saturday, Sunday duty

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

* + 1. Holidays and holiday duty;
		2. Shift duty;
		3. Saturday duty;
		4. Sunday duty; and
		5. Overtime.