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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1988*  
s.99 notifications of industrial disputes

**Communication Workers Union of Australia**  
(C No. 32367 of 1992)

**Administrative and Clerical Officers' Association, Australian Government Employment**  
(C No. 35852 of 1989)

**Australian Public Service Association**  
(C No. 35893 of 1989)

**Professional Officers' Association, Australian Public Service**  
(C No. 35896 of 1989)

**Association of Professional Engineers, Scientists and Managers of Australia**  
(C No. 35743 of 1994)

**Association of Draughting, Supervisory and Technical Employees**  
(C No. 35926 of 1989)

**Amalgamated Metal Workers' Union**  
(C No. 25759 of 1989)

and

**Australian Postal Corporation**

s.111 (1) (b) application for consent award

**Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia**

**CPSU, the Community and Public Sector Union**

**Association of Professional Engineers, Scientists and Managers, Australia**

**Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union**

and

**Australian Postal Corporation**  
(C No. 10232 of 1995)

Various employees

Postal services

COMMISSIONER LARKIN

SYDNEY, 13 MAY 1996

Wages and conditions

**CONSENT AWARD**

Following a decision issued by the Commission on 26 February 1996 [Print M9413] the award is made as follows:

1 - TITLE

This Award shall be known as the Australia Post General Conditions of Employment (Interim) Award 1995. This Award is a paid rates award.

2 - ARRANGEMENT

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B	Conditions of service - Permanent and fixed term Part-time employees
C	Joint statement of understanding
D	Junior rates
E	Employees ineligible for overtime and other specified payments
F	Allowances
G	Appropriate organisation for promotion appeals board representation

### 3 - PARTIES BOUND

This award shall be binding upon:

- (a) The organisations named in Schedule A, their respective officers and members, being the claimant organisations; and
- (b) Australia Post, to the extent that, in another award, it is provided that the provisions of a clause or clauses of this award shall apply.

### 4 - DEFINITIONS

In this Award:

“Australia Post” means the Australian Postal Corporation.

“Determination” means a determination made under section 89 of the *Australian Postal Corporation Act 1989*.

“Employee” means a person engaged under clause 11, unless otherwise provided in this award or another award.

“the Principal Determination” means the principal determination prescribing the terms and conditions of employment in Australia Post as varied from time to time.

### 5 - DURATION

This award shall come into operation on 28 December 1995 and remain in force for a period of twelve months.

### 6 - INCONSISTENCY

(a) This award shall be read in conjunction with determinations made from time to time under the *Australian Postal Corporation Act 1989*.

(b) Where a determination is inconsistent with the provisions of this award, the latter shall prevail.

## 7 - RESERVATIONS

Leave is reserved to all parties to make application to vary this award during its currency.

## 8 - PREVIOUS AWARDS

This award supersedes in its entirety the Australia Post General Conditions of Employment Award 1989. [Print H9043 [A0504]].

## 9 - SAVINGS

Nothing in this award shall operate, in itself, to reduce the rates of pay or conditions of employment which existed immediately prior to or at the date of its making.

## 10 - ENTERPRISE FLEXIBILITY PROVISION

(a) The parties are committed to co-operating positively to increase the efficiency, productivity and competitiveness of Australia Post and to enhance the career opportunities and job security of employees.

(b) (i) Australia Post may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the relevant classification structure and work level standards.

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

(c) (i) Subject to (iii), arrangements shall be made at each facility or workplace for the establishment of joint union/management consultative processes to consider matters raised by management, employees and unions consistent with sub-clause (a).

(ii) Matters which may be considered in this context shall include the implementation of new structures, training, job redesign, working patterns and arrangements and any proposed changes raised under sub-clause (d).

(iii) In establishing the consultative process for a facility or workplace, due regard shall be had to the size, structure and needs of the workplace and the provision for the establishment of consultative mechanisms outlined in the "Joint Statement of Understanding" at Schedule C.

(d) Without limiting the rights of the parties under the *Industrial Relations Act 1988*, consideration may be given under these consultative processes to changes in award

provisions. Implementation of any agreements to change an award provision shall be subject to the following requirements:

- (i) the change sought shall not affect provisions reflecting national standards, including Equal Employment Opportunity and Occupational Health and Safety requirements.
- (ii) the majority of employees affected by the change at the facility or workplace must genuinely agree to the change;
- (iii) the change shall not affect the employee's entitlement to ordinary hours earnings;
- (iv) any agreement reached at the facility or workplace level on award changes shall be subject to the agreement of the parties at the National level, but such agreement shall not be withheld unreasonably;
- (v) the change will be implemented by certified agreement under the provisions of the *Industrial Relations Act 1988*.

## 11 - EMPLOYEES

(a) Subject to this award, Australia Post may engage such employees as are necessary for the performance of its functions. The engagement of an employee is subject to the person satisfying the prescribed medical assessments as to health and physical fitness.

### Permanent Employees

- (b)
  - (i) Australia Post may engage a person as a permanent employee on a full-time or part-time basis subject to the person meeting the prescribed character checks.
  - (ii) The engagement of a person, under this sub-clause, shall be on probation for a period of six months, unless otherwise agreed between the parties. The probation period may be extended, if necessary, up to a maximum of 12 months.
  - (iii) An employee remains on probation until the engagement is confirmed or terminated in accordance with this sub-clause.
  - (iv) Australia Post may terminate the engagement at any time during the probationary period on the grounds of unsatisfactory service subject to one week's notice or payment in lieu thereof.
  - (v) Where the appointment of a probationary employee is terminated under clause 11 (b) (iv), the probationer may seek a review of the decision by a Board of Reference. Such application for review must be lodged within 14 days of the notice of termination of employment in accordance with procedures established by Australia Post.

- (vi) At the end of the probationary period, engagement as a permanent employee shall be confirmed if the employee:
  - (1) possesses the prescribed educational qualifications or meets such other requirements as may be specified; and
  - (2) has achieved a satisfactory report concerning conduct, diligence and efficiency; and
  - (3) meets the requirements of sub-clause (b)(i).
- (vii) Subject to this award, an employee is entitled to retire from employment on or after attaining the age of 55 years.

Fixed Term Employees

- (c) (i) Australia Post may engage a person for a fixed-term, on a full-time or part-time basis.
- (ii) If, at the end of a fixed-term engagement, the period of continuous employment has exceeded twelve months, Australia Post shall engage the person as a permanent employee or terminate the employment contract, unless otherwise agreed between Australia Post and the relevant union in relation to a fixed term engagement to replace an employee on parental or other family related leave.
- (iii) Subject to paragraph (iv), a fixed-term employee shall be entitled to a period of notice of termination of engagement as prescribed by the *Industrial Relations Act 1988*, if the termination of engagement is to occur before the expiry of the period fixed by the terms of engagement. When notice is not given, payment shall be made in lieu of notice.
- (iv) Australia Post may terminate the services of a fixed term employee at any time on the grounds of unsatisfactory service subject to the minimum period of notice as prescribed by the *Industrial Relations Act 1988* or payment in lieu thereof.

Casual Employees

- (d) (i) Australia Post may engage a person as a casual employee; a person so engaged shall be employed and paid as such.
- (ii) The maximum continuous period for which a casual employee shall be engaged is one month, provided that the parties may agree on a longer period for Christmas arrangements.

12 - PERMANENT/FIXED TERM EMPLOYEES - CONDITIONS OF SERVICE

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

(b) The conditions of service and provisions relating to permanent and fixed term part-time employees are prescribed in Schedule B.

### 13 - CASUAL EMPLOYEES - CONDITIONS OF SERVICE

(a) A casual employee shall be paid the normal hourly rate applicable to a permanent employee of the same classification plus a loading of 22.5%.

(b) A casual employee shall be paid overtime if the daily hours exceed 7 hours 21 minutes. The overtime shall be paid at the overtime penalty rate applicable to full-time staff on that day.

(c) Casual staff are entitled to the same ordinary duty penalties as apply to permanent staff for duty on the particular day. Such penalties would be in addition to the 22.5% loading on the normal hourly rate.

(d) Except to the extent provided in this clause and clause 11, the provisions of this award do not apply to casual employees.

### 14 - RECRUITMENT, SELECTION AND TRAINING

#### Recruitment

- (a) (i) Employees shall be recruited in accordance with Australia Post's Staff Recruitment Policy, as varied from time to time following consultation with the Unions, which provides for:-
  - (1) the development of recruitment strategies to the varying needs of State Administrations;
  - (2) flexibility in the parameters within which such strategies can be developed;
  - (3) the devolution of accountability for recruitment to Facility Managers.
- (ii) Australia Post shall hold available at each respective work place information relating to recruitment procedures relevant to classifications employed at that work place.

#### Selection

- (b) (i) The selection of employees for positions shall be in accordance with procedures determined by Australia Post, following consultation with unions.
- (ii) Australia Post shall hold available at each respective work place information relating to selection procedures relevant to classifications employed at that workplace.



Training

- (c) (i) Australia Post shall provide employees with training relevant to the duties to be performed.
- (ii) Information outlining such training shall be held available at each workplace.

15 - DISPUTE AVOIDANCE AND SETTLEMENT

(a) Where any employee or group of employees is dissatisfied about an employment matter, it shall be dealt with in accordance with the procedures outlined in the Joint Statement of Understanding at Schedule C.

(b) Where the consultative processes outlined in the Joint Statement of Understanding fail to settle a dispute relating to an employment matter, the parties agree to refer the matter to the Australian Industrial Relations Commission (AIRC).

16 - EMPLOYEE CONDUCT

(a) Australia Post shall ensure that employees are made aware of the general standards of behaviour and performance expected of them.

Code of Conduct

- (b) In the ordinary course of duty, employees are expected to:
  - (i) display skill, care and diligence;
  - (ii) comply with oral and written directions in relation to their work given by persons authorised to give such directions;
  - (iii) be punctual and reliable in their attendance;
  - (iv) observe safe working practices;
  - (v) treat members of the public, customers and fellow employees with proper courtesy;
  - (vi) respect the property of Australia Post, fellow employees, customers and members of the public;
  - (vii) comply with the requirements of the *Australian Postal Corporation Act 1989* in relation to non-disclosure of the contents of articles in the course of post;
  - (viii) comply with the prescribed terms and conditions of their employment.
- (c) Without limiting the generality of sub-clause (b), an employee shall:

- (i) adhere to the nominated hours of duty;
- (ii) record attendance in the manner prescribed;
- (iii) notify inability to attend for duty in accordance with the prescribed requirements;
- (iv) not be absent from duty without specific authority;
- (v) promptly, correctly and in a safe and proper manner carry out the duties required to be performed;
- (vi) not open or interfere with any article in the course of post, unless authorised to do so by Australia Post or the addressee;
- (vii) not suppress or steal monies belonging to Australia Post or its staff or customers;
- (viii) behave in a courteous manner towards fellow employees, customers and members of the public;
- (ix) not solicit or seek gifts or presents from members of the public for the performance of normal duty;
- (x) not make false declarations in connection with employment;
- (xi) not engage in outside employment without the specific approval of Australia Post.

#### Discipline

(d) Subject to this clause and notwithstanding anything else contained in this award, Australia Post shall have the right to dismiss an employee or to transfer an employee to another position of the same or a lower classification for conduct which warrants such action, including:

- (i) misconduct or wilful neglect of duty;
- (ii) incompetence or inefficiency for reasons within the employee's control;
- (iii) failure to observe the Code of Conduct.

(e) In exercising the right in sub-clause (d), Australia Post shall not take action which is harsh, unreasonable, unjust or unfair.

(f) Except where behaviour constitutes serious and wilful misconduct, Australia Post shall ensure that:

- (i) employees are counselled and/or given a warning in order to assist them to maintain acceptable standards of behaviour and performance;

- (ii) no employee is dismissed or transferred for a first breach of the Code of Conduct.

(g) An employee may be suspended pending a decision as to the action to be taken under sub-clause (d) and such suspension shall be with pay, except where criminal proceedings are pending in which case the suspension may be without pay.

(h) Australia Post shall furnish written advice to an employee of a decision under sub-clause (d) and of reasons for the decision together with details of the procedures for lodging an application for review.

(i) Where transfer or dismissal under sub-clause (d) is considered to have been harsh, unreasonable, unjust or unfair, the employee concerned may submit an application for review of the decision by a Board of Reference. Any such application must be lodged within 14 days of the transfer or dismissal, in accordance with procedures established by Australia Post.

#### Board of Reference

(j) For the purpose of sub-clause (i), a Board of Reference shall be appointed by the Industrial Registrar of the Australian Industrial Registry.

(k) A Board of Reference shall be constituted by a Chairperson as may be agreed upon by the parties or, where the parties are unable to agree, as nominated by the Industrial Registrar.

(l) A Board of Reference shall seek to resolve any application for review submitted to it, having regard to whether the decision was harsh, unreasonable, unjust or unfair.

(m) A Board of Reference, in reviewing a decision in relation to which an application is made:

- (i) may inform itself in such manner as it thinks fit;
- (ii) has discretion as to the procedures to be followed;
- (iii) is not bound by the rules of evidence;
- (iv) shall proceed without regard to legal form.

#### 17 - INABILITY OR INCAPACITY

(a) If an employee is found to be inefficient or incompetent, or unable to discharge or incapable of discharging the duties applicable to the employee's position, Australia Post may:

- (i) transfer the employee to another position having the same classification whether in the same or a different locality; or
- (ii) reduce the employee to a position with a lower classification; or

(iii) retire the employee from Australia Post.

(b) An employee affected by a decision under clause 17 (a) may apply, within 14 days of receipt of notice of the decision, for a review of that decision by a Board of Reference.

(c) A Board of Reference shall seek to resolve any application for review submitted to it, having regard to whether the decision was harsh, unreasonable, unjust or unfair.

(d) A Board of Reference, in reviewing a decision in relation to which an application is made:

- (i) may inform itself in such manner as it thinks fit;
- (ii) has discretion as to the procedures to be followed;
- (iii) is not bound by the rules of evidence;
- (iv) shall proceed without regard to legal form.

#### 18 - HOURS OF DUTY - FACILITATIVE PROVISIONS

(a) The October 1992 Australia Post Enterprise Agreement provides for the award prescription of facilitative provisions to allow for greater flexibility with hours of duty / rostering arrangements within parameters defined in sub-clause (b) below. These facilitative provisions shall operate only in agreed facilities in conjunction with standard relevant award provisions that cover employees and are subject to the conditions outlined in sub-clause (c) below.

- (b)
  - (i) The ordinary hours of duty of employees shall not exceed  $36\frac{3}{4}$  hours per week or an average thereof provided that the weekly hours for day workers can be averaged over a cycle of no longer than 4 weeks.
  - (ii) The ordinary hours of duty of day workers shall be between the hours of 6.30am and 6pm.
  - (iii) Ordinary hours of duty shall be worked on an average of no more than 5 attendances per week over a cycle.
  - (iv) Ordinary hours of duty on any one day shall not be less than six and shall not exceed ten.
- (c)
  - (i) The majority of employees directly affected by the proposed change must genuinely agree to the change;
  - (ii) both management and the union at the State level will be given a minimum of 14 days notice in writing of the proposed change before implementation;
  - (iii) neither management nor union shall unreasonably oppose any agreement;

- (iv) any party involved can review arrangements established under these facilitative provisions and can, subject to an appropriate period of notice, withdraw their agreement;
- (v) any changes must comply with national standards, including E.E.O. and O.H & S.

#### 19 - MAKE UP TIME

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

#### 20 - STRETCH OF SHIFT

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

Provided that, in cases where Postal Delivery Officers begin work before 6am 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.

#### 21 - INTERVAL BETWEEN SHIFTS

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

Provided that this clause shall 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.

#### 22 - EXCHANGE OF SHIFTS/FURNISH OF SUBSTITUTE EMPLOYEE

(a) An employee may exchange duties or shifts, subject to the approval of the manager.

(b) 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.

#### 23 - MEAL BREAK

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

(a) by mutual agreement between the majority of employees at a facility and Australia Post a longer period for the meal break may be arranged;

(b) Retail staff, as far as practicable, shall be granted a meal break between 12 noon and 2.00pm.

## 24 - SALARIES

(a) Subject to any decision of the Australian Industrial Relations Commission to vary the rates specified in an award, adult employees shall be paid an annual salary at the rate or within the range specified in the relevant specific award.

(b) Employees shall be classified in accordance with relevant Work Level Standards where such standards exist.

(c) Subject to any conditions otherwise prescribed, an employee under 21 years of age shall be paid an actual rate of salary, calculated to the nearest dollar, based on the appropriate percentage for the age of the employee of the minimum salary of an adult employee of the same classification.

The appropriate percentage for the age of an employee for relevant classifications are prescribed in Schedule D.

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

- (e) (i) Payment in lieu of recreation leave, including recreation leave loading, and outstanding salary, in respect of an employee who dies may be made to the employee's dependants.
- (ii) Where an employee who dies has no dependants, payment in lieu of recreation leave, including recreation leave loading, and outstanding salary, may be made to the legal personal representative of the employee.

## 25 - INCREMENTS OF SALARY

(a) Subject to any special advancement conditions otherwise prescribed, where a scale of rates is applicable to a classification, an employee in receipt of an adult salary rate shall be entitled to annual increments of salary in accordance with that scale.

(b) Subject to this award, an employee is not entitled to receive an increment, until salary has been received without increment for twelve months. Subsequent increments are to be granted on the same basis.

(c) The date on which an increment becomes payable is not affected by any form of paid leave or leave without pay which is deemed to count as service.

(d) An employee who has been absent on leave without pay for a period that forms, or is to be included, as part of service for the purpose of incremental advancement shall be deemed to have received salary during that period and to have received any increments that would have been paid under this clause if salary had been received.

### Deferment of Increment

(e) If, having regard to the conduct, diligence, efficiency or attendance for duty of an employee, Australia Post is of the opinion the employee should not immediately receive an increment otherwise payable, Australia Post may direct that the increment not be paid until the expiration of a nominated period, not exceeding six months.

(f) Where Australia Post has given a direction pursuant to sub-clause (e), a copy of that direction together with a statement of reasons for giving it shall be furnished to the employee who, within 14 days of receiving the direction, may appeal to Australia Post against the action taken.

(g) Australia Post, after due inquiry, shall determine any appeal made in pursuance of sub-clause (f).

(h) Where an increment has been deferred, Australia Post may determine that, for the purposes of future advancement, the increment shall be deemed to have been granted from the date on which, but for the deferment, it would have become due.

Provided that, where an increment has been deferred owing to misconduct or inefficiency, the provisions of this sub-clause shall not apply unless the employee's conduct, diligence and efficiency during the ensuing twelve months is reported to be satisfactory.

(i) The date on which an increment becomes payable is affected by leave without pay in excess of one month, unless such leave has been deemed to count as service. Where such leave exceeds in aggregate one month, the increment shall be deferred both actually and nominally for the total period(s) of the leave.

## 26 - SALARY ON PROMOTION

(a) The salary to be paid to an employee on promotion or transfer to a higher position will normally be the minimum rate for that position except that in circumstances involving overlapping salary ranges, the new salary will normally be the next highest salary point in the salary range for the higher position.

(b) Previous service at the level to which the employee is being promoted (or higher levels) shall be taken into account when determining salary on promotion and incremental dates in accordance with the same principles that apply to the assessment of higher duties allowance (HDA). An employee promoted to a position which the employee is occupying on a temporary basis shall not suffer any reduction in remuneration.

## 27 - OVERTIME - GENERAL CONDITIONS

(a) Every employee shall be liable to be called for duty at any time, but is entitled to receive payment in accordance with this clause for authorised duty additional to the normal rostered ordinary hours of duty.

(b) The working of excessive overtime shall be avoided.

(c) An employee's salary for the purpose of computation of overtime shall include higher duties allowance and any other allowance in the nature of salary.

(d) The hourly rate for overtime payment shall be ascertained by the following formulae:-

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

Where:

A is the annual salary; and

P is the prescribed rate.

(e) For the purpose of sub-clause (d), the prescribed rates for overtime duty are:

(i) Monday to Friday - 150% for first 3 hours and 200% thereafter

(ii) on public holidays - 250%;

(iii) on Sundays - 200%; and

(iv) on Saturdays -

(1) for non-shiftworkers - 150% for the first three hours and 200% thereafter; and

(2) for shiftworkers - 200%.

(f) For the purpose of this clause a shiftworker means an employee who is rostered on:

(i) alternating or rotating shifts or a constant shift involving regular ordinary duty after 1.00pm on Saturday; or

(ii) a shift which, but for its being worked continuously with the approval of Australia Post or to suit Australia Posts' convenience, would fall within paragraph (i).

(g) Notwithstanding sub-clause (e), an employee, who has been required to perform in addition to the prescribed hours of duty for the week a full day's duty on Sunday, wherever practicable, shall be granted a day off during the 6 days succeeding that Sunday and, in such cases, the payment for Sunday attendance shall be one day's pay.

(h) Except with the approval of Australia Post, the occupants of positions listed in Schedule E shall not be eligible to receive overtime payments or time off in lieu.

(i) In case of an overtime attendance not continuous with ordinary duty, and in circumstances where overtime rates are payable, the payment shall be subject to the minimum overtime payment provisions contained in Clause 29 (Overtime - Minimum Payment).

## 28 - OVERTIME - TIME OFF IN LIEU

(a) By written agreement between management and an individual employee, time off during ordinary working hours shall be allowed in lieu of payment for overtime under this



award. Time off in lieu shall be based on the number of ordinary hours equivalent to the appropriate overtime rates for the hours worked.

(b) By mutual agreement between management and the individual employee, the employee may be paid at ordinary rates for the time worked and take time off equivalent to the rate of the residual penalty payment.

(c) Time off in lieu of overtime payment shall be granted and taken as agreed between management and the employee and within agreed time frames. Where it is not practicable for time off to be granted or taken within the agreed time frame, the employee shall be paid for the overtime worked at the prescribed rate of payment.

(d) The operation of this clause shall only apply to employees who are eligible to receive overtime payments in accordance with Clause 27 and engaged in facilities agreed between the parties.

## 29 - OVERTIME - MINIMUM PAYMENT

(a) 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 shall be for 4 hours at the prescribed overtime rate.

(b) For the purpose of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal breaks shall be disregarded.

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

(d) 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, shall be paid overtime in accordance with this clause subject to the following minimum payments:

- (i) where not recalled to the work place, a minimum payment of 1 hour shall apply; and
- (ii) where recalled to the workplace, a minimum payment of 3 hours shall apply.

Provided that where duty is performed more than once, the minimum overtime payment provision shall 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.

- (e) (i) An employee may be required to perform duty away from the normal work place outside ordinary hours of duty in order to restore essential services in emergency circumstances either by using a remote computer terminal or by providing technical advice over the telephone.

- (ii) Where an employee performs duty in accordance with paragraph (e) (i), the minimum payment provision and the proviso applicable to sub-clause (d) (i) shall apply.
- (f) The provisions of this clause shall not apply to duty which is covered by Clause 32 (Emergency Duty).

### 30 - OVERTIME MEAL ALLOWANCE

- (a) Subject to this clause, an employee who -
  - (i) after the completion of ordinary duty for the day is required without a meal break to perform extra duties up to or beyond the completion of the next meal period that next occurs after the completion of the ordinary duty; or
  - (ii) after the completion of ordinary hours of duty for the day, is required to perform duty after a meal break that occurs after that completion and is not entitled to payment for that break; or
  - (iii) is required to perform extra duty on a day on which the employee was not rostered for ordinary duty and the extra duty extends beyond an unpaid meal break; or
  - (iv) is required to perform extra duty before the commencement of rostered hours of ordinary duty for the day and an unpaid meal break is granted, shall be paid a meal allowance, in addition to overtime (if any), at the rate shown at Item 2 of Schedule F.
- (b) Where a 3 course meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by Australia Post, the amount of meal allowance shall be, in lieu of the amount payable under the last preceding sub-clause the maximum amount for which a 3 course meal is obtainable at the canteen, cafeteria or dining room.
- (c) An employee who is required to perform any of the duties specified in paragraphs (a)(ii), (iii) or (iv) shall not be paid a meal allowance unless the person authorising the duty is satisfied by the employee that it is unreasonable to return home for a meal during the meal break.
- (d) For the purposes of paragraph (a)(i), meal periods are as follows:-

7.00am to 9.00am; 12 noon to 2.00pm  
6.00pm to 7.00pm; and midnight to 1.00am

### 31 - REST RELIEF AFTER OVERTIME

- (a) An employee, after the completion of overtime and ordinary duty on one day/shift, shall 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 shall be without loss of salary.

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 shall be paid at double rates until released from duty for that period, and shall then be entitled to be absent for 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during that absence.

(b) The provisions of sub-clause (a) shall apply to overtime worked in the circumstances covered by Clause 32 (Emergency Duty) only where the actual time worked (excluding travelling time) is at least two hours on each call.

(c) The provisions of this clause shall apply only to employees who are eligible for overtime payment.

### 32 - EMERGENCY DUTY

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%. The time for which payment shall be made shall include time necessarily spent in travelling to and from duty. The minimum payment under this clause shall be for 2 hours at 200%.

### 33 EXCESS TRAVELLING TIME

(a) An employee who is travelling or on duty away from the employee's head station on days other than Sundays and Public Holidays shall be paid at ordinary rates and, on Sundays and Public Holidays, at time and one half rates for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:-

- (i) usual hours of duty for the day; and
- (ii) the time necessarily elapsing between time of departure from home and commencement of duty at the employee's head station and the time necessarily elapsing between time of ceasing duty at the head station and arrival at home.

(b) Payment shall not be made unless the excess time exceeds:

$\frac{1}{2}$  hour in any 1 day; or

$2\frac{1}{2}$  hours in any pay period in the case of an employee whose ordinary hours are confined to 5 days of the week, nor shall payment be made for more than 5 hours in any one day.

(c) The term "head station" for the purpose of this clause means:-

- (i) for employees who are required ordinarily to work day by day at the same fixed place for work - the place so fixed by Australia Post; and

- (ii) 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.
- (d) Travelling time shall include:-
  - (i) the time during which an employee has to wait for change of trains or other scheduled conveyance and/or trains or other scheduled conveyance between the advertised and actual time of departure;
  - (ii) in the case of an employee not absent from the permanent or temporary head station overnight, the time spent by that employee outside the usual hours of duty for the day in waiting between the time of arrival at the scene of work and the time of commencement of work, and/or between the time of ceasing work and the time of departure of the first available train or other means of conveyance; and
  - (iii) time spent in travelling on transfer in all cases where transfer expenses are allowed except where the transfer involves promotion which carries increased pay.
- (e) Travelling time shall not include:-
  - (i) time of travelling in which an employee is required to perform any duty while travelling or walking, or cycle or drive a vehicle in which cases the time spent on such activities is regarded as duty; and
  - (ii) time of travelling by train between 10.30pm and 7am where a sleeping berth is provided on the train, or any time of travelling (day and night) by train from one capital city to another where a sleeping berth is provided.
- (f) An employee may be required to work at any place within a district and may be required to proceed direct to that place of work without proceeding to the head station. If the time necessarily spent by an employee in proceeding direct to and returning from such a place of work establishes a claim to payment for excess travelling time, it shall be dealt with under the general provisions of this clause.
- (g) The occupants of positions listed in Schedule E shall not be entitled to payment for excess travelling time.
- (h) A "day" means from midnight to midnight.

#### 34 - SHIFT DUTY

- (a) An employee who is rostered to perform and performs ordinary duty on a shift, any part of which falls between the hours of 6pm and 6.30am, shall be paid an additional 15% of salary for that shift.

(b) An employee, who is required to work ordinary hours continuously for a period exceeding 4 weeks on a shift falling wholly within the hours of 6pm and 8am, shall be paid with respect to that shift an additional 30% of salary for that shift.

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

(d) Additional payment for rostered ordinary duty, as provided by this clause, shall be made in respect of any such duty which an employee would have performed had the employee not been on a management initiated training course or a training course conducted in accordance with the Australia Post Occupational Health and Safety Agreement.

### 35 - SATURDAY ORDINARY DUTY

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

### 36 - SUNDAY ORDINARY DUTY

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

### 37 - PUBLIC HOLIDAYS

(a) The following days, or such other days as are generally observed in a State, Territory or locality thereof as substitute days which have been enacted, proclaimed or gazetted by authority of the Commonwealth Government, or a State or Territory Government as substitute days, shall be observed as holidays:

1 January;  
26 January;  
Christmas Day and Boxing Day;  
Good Friday and the following Saturday and Monday;  
The anniversary of the birthday of the Sovereign;  
25 April;

any day or half-day proclaimed by the Governor-General as a day or half-day to be observed as a holiday or half-holiday in the Australian Public Service.

(b) Notwithstanding the provisions of sub-clause (a):

- (i) whenever 26 January or the anniversary of the birthday of the sovereign falls on a Sunday, the following Monday shall be observed as the holiday in lieu;
- (ii) Whenever 1 January falls on a Saturday or Sunday, the following Monday shall be observed as the holiday in lieu.

- (iii) Whenever Christmas Day falls on a Saturday, the following Tuesday shall be observed as the holiday in lieu of Christmas Day and Monday shall be observed as the holiday in lieu of Boxing Day.
- (iv) Whenever Christmas day falls on a Sunday, the following Monday shall be observed as the holiday in lieu of Christmas Day and the following Tuesday shall be observed as the holiday in lieu of Boxing Day.
- (v) Whenever Boxing Day falls on a Saturday, the following Monday shall be observed as the holiday in lieu.

(c) Where substitution holidays are provided in accordance with the provisions of this clause, the Saturday or Sunday for which substitution is made shall be deemed not to be a holiday, provided that payment in respect of duty performed on 25 December falling on a Saturday or Sunday shall be as prescribed in Clause 38 (Payment for Holiday Duty).

(d) In addition to the days mentioned in sub-clause (a), there shall be observed as a public holiday or half-holiday such day or half-day which has been enacted, proclaimed or gazetted by the authority of the Commonwealth Government or a State or Territory Government to be observed generally by persons throughout a State or Territory or a locality thereof as a holiday, provided that such additional days or half days shall not exceed, in the whole, four days in any period of twelve months commencing on 5 January.

### 38 - PAYMENT FOR HOLIDAY DUTY

(a) Subject to this clause, for duty which is not in excess of the prescribed weekly hours on a day which is a public holiday in accordance with Clause 37 (Public Holidays), an employee shall be entitled to extra payment at the rate of time and a half for the actual time worked on the holiday.

Provided that except with the approval of Australia Post, occupants of positions listed in Schedule E are not eligible for payment under this clause other than for rostered duty.

(b) The minimum extra payment payable under sub-clause (a) for each separate attendance shall be for four hours except for employees in any restriction situation, when the minimum extra payment shall be for 3 hours.

Provided that where more than one attendance is involved, the minimum payment provisions payable under this sub-clause shall 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.

(c) For the purposes of sub-clause (b):

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

- (ii) the minimum extra payment shall not be applicable to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or on the day succeeding the holiday.

(d) A seven day shift worker who is rostered off duty on a public holiday shall be granted, if practicable, a day's leave in lieu of that holiday within one month after the holiday.

(e) Where in any case, it is not practicable to grant a day's leave in pursuance of sub-clause (d) the employee shall be paid, in its stead, one day's pay at the ordinary rate.

(f) Where 25 December falls on a Saturday or Sunday and another day is provided as a substitution holiday under the provisions of clause 37, an employee who works on both 25 December and the substitution day shall only be paid at the holiday rate for duty on 25 December. The payment for duty on the substituted day shall be in accordance with Clauses 35 (Saturday Ordinary Duty), 36 (Sunday Ordinary Duty) or 27 (Overtime - General Conditions), as appropriate.

### 39 - RECREATION LEAVE

(a) Subject to this clause, on the first day of January each year, an employee shall receive a recreation leave credit or an additional recreation leave credit of:

- (i) a period equivalent to the employee's ordinary hours of duty during a period of 4 weeks exclusive of public holidays which fall within the period of leave; or
- (ii) such longer period as is provided in sub-clause (b).

(b) In the case of an employee who performs duty in a prescribed remote locality, the amount of recreation leave which is credited on 1 January shall comprise:

- (i) a period equivalent to the employee's ordinary hours of duty during a period of 4 weeks exclusive of public holidays which fall within the period of leave; and
- (ii) such additional period as is determined in accordance with the Principal Determination; and
- (iii) if prescribed in the Principal Determination, a period to enable the employee to travel from and return to that locality during recreation leave.

(c) In the case of an employee who commences duty after 1 January, the recreation leave credit which accrues on the first day of January following the date of commencement shall be calculated at the rate of  $\frac{1}{12}$  of the period that would have accrued under sub-clauses (a) and (b) for each completed month of service.

(d) Where an employee has been absent from duty on approved leave without pay (other than leave without pay which counts as service) for more than 22 working days, the recreation leave credit which would otherwise accrue on 1 January shall be reduced by  $\frac{1}{12}$  of the period of the credit for each 22 working days on which the employee was so absent,

provided that the reduction shall not exceed  $1\frac{2}{3}$  days for each calendar month of such absence within any calendar year.

- (e) The granting of recreation leave shall be subject to the following conditions:
  - (i) an application for leave shall be submitted in the prescribed manner;
  - (ii) ordinarily leave shall be taken in the year in which it accrues;
  - (iii) where operational requirements necessitate, Australia Post may roster an employee to take leave at a nominated time, whether or not an application has been made by the employee;
  - (iv) an employee shall be allowed to take annual leave in whole or in part, at a time convenient to the employee, consistent with the operational requirements of Australia Post;
  - (v) an employee may not take leave in excess of available credits, except with the approval of Australia Post;
  - (vi) where a period of leave of absence for recreation is granted, the recreation leave credit of the employee is reduced by the period of the leave or, if the period of leave exceeds the credit, the leave credit which next accrues shall be reduced by the period of the excess; and
  - (vii) if, at any time, the leave credit of an employee exceeds the credit applicable to the previous two years service, Australia Post may direct the employee to take such leave as will reduce the credit to that amount.
- (f) Employees proceeding on annual leave who have requested payment at least three weeks prior to the commencement of leave shall be entitled to receive payment in advance.
- (g) Except as otherwise provided in this clause and Clause 41 (Seven Day Shift Workers - Payment In Lieu of Additional Recreation Leave), payment shall not be made or accepted in lieu of recreation leave credits.
- (h) In addition to any other amounts payable under this award, Australia Post shall pay to an employee whose employment ceases, otherwise than by death:
  - (i) an amount equal to the salary that would have been payable had the employee commenced recreation leave for a period equivalent to credits at the time of cessation; and
  - (ii) an amount equal to the salary that would have been payable in relation to pro-rata leave calculated on the basis of  $\frac{1}{12}$  of the normal annual recreation leave entitlement for each completed month of service between the previous 1 January and the date of cessation.
- (i) Nothing in this clause affects Australia Post's rights to recover salary in respect of a period of leave granted in excess of an employee's credit.



39A - RECREATION LEAVE - TRANSITIONAL PROVISIONS

(a) This clause applies to an employee who was, on the day preceding the date of operation of this award, employed by Australia Post as a temporary employee on either a full-time basis or for at least 22 hours 5 minutes per week on at least 4 days per week on a part-time basis and continued in the employment of the Corporation after that day.

(b) An employee to whom this clause applies shall be entitled to recreation leave credits during 1995 and 1996 on the same basis and on the same date that the employee would have been entitled pursuant to Clause 26 of the former Australia Post General Conditions of Employment Award 1989.

(c) An employee to whom this clause applies, who ceases employment prior to 1 January 1997, shall be entitled to payment in lieu of recreation leave not taken on the basis of the provisions of Clause 26 of the former Australia Post General Conditions of Employment Award 1989.

(d) On 1 January 1997, an employee to whom this clause applies shall receive an annual leave credit equivalent to the credit to which the employee would have been entitled under Clause 39 if the employee had commenced employment in 1996 on the date on which a credit of recreation leave fell due pursuant to sub-clause (b).

39A - Recreational leave - transitional provisions - contd

(e) During 1997, an employee to whom this clause applies shall be entitled to an additional three days recreation leave subject to deduction from the leave credit on 1 January 1998.

(f) Clause 39 of this Award shall apply subject to the provisions of this clause.

40 - RECREATION LEAVE - SEVEN DAY SHIFT WORKERS

(a) In addition to the period of recreation leave prescribed in Clause 39 (Recreation Leave), seven day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed an additional week of leave (7 consecutive days) including non-working days.

(b) However where a seven day shift worker is rostered to perform duty on less than 10 Sundays during the accrual period, the shift worker shall not be entitled to the additional week of leave but shall be granted additional leave at the rate of  $\frac{1}{10}$  of a working week in respect of each Sunday so rostered.

(c) Rostered Sunday overtime shifts shall not count for the purposes of sub-clause (a) where such shifts are less than 3 hours duration:

Provided that where a rostered overtime shift commences on a Saturday and extends into Sunday or commences on a Sunday and extends into Monday it shall be deemed to be a Sunday overtime shift for the purposes of this sub-clause.

(d) The recreation leave prescribed by this clause shall be exclusive of public holidays.

(e) Where leave due under the provisions of sub-clause (a) is not granted before the termination of employment it shall be treated in a similar manner to leave accrued under Clause 39 (Recreation Leave).

(f) Where the period of additional leave to be allowed under sub-clause (a) includes an amount of less than 1 day, and Australia Post's working arrangements so require, Australia Post may determine that amount shall be carried forward to the following year.

#### 41 - SEVEN DAY SHIFT WORKERS - PAYMENT IN LIEU OF ADDITIONAL RECREATIONAL LEAVE

(a) An individual employee may, subject to management agreement, elect to receive payment in lieu of the additional leave accrued pursuant to Clause 40 (Recreation Leave - Seven Day Shift Workers) of this Award.

(b) An individual employee may elect, subject to management's agreement, to receive payment in lieu of additional leave for public holidays falling during the period of annual leave.

(c) The rate of payment in lieu of the additional leave shall be identical to the rate of payment to which the employee would be entitled if the additional leave were taken.

(d) The operation of this clause shall only apply to employees employed as seven day shift workers engaged in facilities agreed between the parties.

#### 42 - RECREATION LEAVE LOADING

(a) 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 (i) or (ii) below:-

- (i)  $17\frac{1}{2}\%$  of salary of the employee 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:

Provided that:

- (1) in the case of an employee who commenced employment after 1 January of any year and whose services terminated before the end of that calendar year, salary for purposes of this sub-clause shall be the equivalent of that employee's commencement salary as at 1 January;
- (2) the maximum payment shall be adjusted on a pro-rata basis where less than a full year of leave credit has accrued.

- (ii) Any additional payments for shift, Saturday or Sunday duty not in excess of prescribed weekly hours which the employee would have performed had recreation leave not been taken.

(b) Salary for the purpose of paragraph (a)(i) includes any additional payments which the employee received on 1 January of the year in which the leave was credited but does not include payments covered by paragraph (a)(ii).

(c) Payment of the Annual Leave Loading shall be made -

- (i) to employees on a leave roster, at the same time as payment for such leave ;
- (ii) to other employees not covered by paragraph (i), with the payment for leave following a request for payment of the Annual Leave Loading:

Provided that an application is made for at least one week of the annual leave to which the Annual Leave Loading relates.

(d) An employee whose services terminate for any reason and who is entitled to payment in lieu of accumulated recreation leave or in lieu of leave on a pro-rata basis shall be paid outstanding loadings from previous years accruals and a pro-rata loading for the last year of service in accordance with sub-clause (a).

#### 43 - SICK LEAVE

(a) Australia Post may grant an employee leave of absence without deduction from normal pay on account of illness or injury, subject to the following conditions:

- (i) an application for sick leave shall be submitted in the prescribed manner;
- (ii) an application for sick leave shall be supported by the certificate of a duly qualified medical practitioner or other evidence approved by Australia Post;
- (iii) the manager or another appropriate employee is informed, prior to the commencement of duty, if practicable, of the employee's inability to attend for duty; and
- (iv) sick leave credits, determined in accordance with this clause, are available.

(b) Notwithstanding paragraph (a) (ii) and subject to the availability of credits, Australia Post may grant sick leave without production of a medical certificate for up to 5 days in any sick leave year, subject to any such leave not exceeding 3 continuous days.

(c) Except as provided in sub-clause (b), where sick leave is granted without production of medical evidence, such leave shall be without pay.

(d) The basis for determining the sick leave which may be granted without deduction from pay shall be ascertained by crediting each employee with the following periods, such leave to be cumulative:

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

(e) Sick leave taken by an employee shall be debited against available sick leave credits:

Provided that sick leave taken on a Public Holiday, which but for the sick leave would have been observed, shall not be debited.

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

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

(g) Notwithstanding 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 paragraph (a)(ii).

(h) 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:

- (i) may be unfit or incapable of discharging duties;
- (ii) may be a danger to other employees or members of the public due to state of health;
- (iii) has been absent through illness for a continuous period exceeding 13 weeks;

(iv) has been absent through illness and the authorised employee believes that the employee is not fit to resume duty.

(i) An employee who is required to furnish a medical report or undergo a medical examination in accordance with sub-clause (h) shall do so as soon as practicable.

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

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

(i) in respect of the first year of continuous employment, the aggregate period of any sick leave without pay shall not exceed 20 days; and

(ii) in respect of any continuous period of absence thereafter leave with and without pay shall not exceed 78 weeks.

(l) The retirement of an employee on the ground of invalidity shall not, except with the consent of the employee, be effected earlier than the date on which the employee's credit of leave on full pay will be exhausted:

Provided that -

(i) the continuous period for which an employee may be granted sick leave on full pay immediately prior to retirement shall not exceed 52 weeks;

(ii) a further credit of sick leave shall not accrue subsequent to the date of the decision to retire the employee.

(m) An employee who has been retired on invalidity grounds, if subsequently reappointed, shall be recredited with the sick leave credits held immediately prior to retirement.

(n) Notwithstanding anything contained in this clause, where satisfactory medical evidence is produced that absence from duty was on account of illness which originated from war service, the conditions under which sick leave shall be granted shall be determined in accordance with the Principal Determination.

#### 44 - FAMILY ILLNESS - USE OF SICK LEAVE

(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need the employee's care and support shall be entitled to use, in accordance with this subclause, any sick leave credit which accrues from 15 February 1995, for absences to provide care and support for such persons when they are ill:

Provided that the employee shall establish the illness of the person concerned by production of a medical certificate.

- (b) The entitlement to use sick leave in accordance with this clause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being either:
    - (1) a member of the employee's immediate family; or
    - (2) a member of the employee's household.
  - (iii) the term "immediate family" includes:
    - (1) a spouse (including a former spouse, a defacto spouse and a former defacto spouse) of the employee; and
    - (2) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(c) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 45 - RECOGNITION OF PRIOR PUBLIC EMPLOYMENT

(a) Continuous employment with one or more other public employers may be regarded as service with Australia Post for sick leave purposes:

Provided that in respect of permanent employees, employment shall be regarded as continuous if any break in public employment does not exceed two months.

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

#### 46 - BEREAVEMENT LEAVE

Subject to the discretion of Australia Post to grant leave of absence under this clause, an employee shall be entitled to a maximum of 3 days leave of absence on the occasion of the death of a spouse, defacto spouse, parent, brother, sister, child, grandparent or parent in law of the employee.

#### 47 - INDUSTRIAL TRIBUNAL LEAVE

(a) Leave of absence shall be granted to members of the claimant organisations required to attend any proceedings under the Industrial Relations Act 1988, as may be amended from time to time, on the following conditions:

- (i) leave shall not be granted to more than two representatives of an organisation at one time in respect of any one such proceeding;
- (ii) leave for conduct of a case shall be without deduction from ordinary pay;
- (iii) leave for preparation of a case shall be without pay and shall not exceed three months in any twelve months.

(b) Leave without deduction from ordinary pay shall be granted to any member of the claimant organisations who appears as a witness in proceedings under the *Industrial Relations Act 1988*, as may be amended from time to time. The leave shall be only for such time as that member is necessarily absent from duty attending as a witness.

- (c) Leave granted under this clause shall count for all purposes as period of service.

#### 48 - TRADE UNION TRAINING LEAVE

(a) Leave of absence shall be granted to members of the claimant organisations to attend short trade union training courses or seminars on the following conditions:

- (i) Australia Post's operating requirements permit the grant of leave;
- (ii) the scope, content and level of the short courses are such as to contribute to a better understanding of industrial relations;
- (iii) the leave of absence shall be without deduction from ordinary pay;

Provided that where the course is conducted in accordance with the Australia Post Occupational Health and Safety Agreement, the provisions of sub-clause 34 (d) shall apply; and

- (iv) the leave of absence shall count as service for all purposes.

(b) For the purposes of this clause, trade union training courses or seminars include courses which are:

- (i) conducted by or with the support of the Trade Union Training Authority; or
- (ii) conducted by or under the auspices of a staff organisation or confederation;

the scope, content and level of which contribute to a better understanding of industrial relations.

#### 49 - STUDY ASSISTANCE

Study assistance may be granted in the areas outlined below to an approved student in accordance with the Principle Determination;

- leave to attend lectures;

- reimbursement of fees;
- examination leave.

#### 50 - JURY DUTY

(a) 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.

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

#### 51 - PARENTAL LEAVE

Subject to the terms of this clause, employees are entitled to Maternity, Paternity and Adoption leave and to work part-time in connection with the birth or adoption of a child.

##### Maternity Leave

(a) An employee is entitled to Maternity Leave in accordance with the Maternity Leave (Australian Government Employees) Act 1973.

##### Paternity Leave

- (b) (i) An employee is eligible for leave without pay for up to 52 weeks during the 66 weeks after the birth of a child of a spouse. The leave may be taken as a continuous period, or as several periods of leave broken by periods of duty during the 66 weeks:

Provided that where both parents are employed by Australia Post and wish to share parental leave, both will be eligible for leave during the period of 66 weeks after the birth of their child, subject to the combined periods of leave not exceeding 66 weeks.

- (ii) The granting of leave under this sub-clause is subject to the employee providing appropriate notice of leave in accordance with arrangements agreed between the parties.

- (iii) For the purpose of this sub-clause, spouse includes a defacto spouse.

##### Adoption Leave

- (c) (i) An employee who has adopted a child is eligible for leave without pay for up to 52 weeks during the 66 weeks after the employee has taken custody of the child. The leave may be taken as a continuous period, or as several periods of leave broken by periods of duty during the 66 weeks.

Provided that where both adopting parents are employed by Australia Post and wish to share the leave for adoption purposes, the combined leave of both parents shall not exceed 66 weeks.



- (ii) The granting of leave under this sub-clause is subject to the employee providing appropriate notice of leave in accordance with arrangements agreed between the parties.

Part-Time Employment

- (d) (i) With the agreement of Australia Post:
  - (1) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
  - (2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
  - (3) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
  - (4) In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.
- (ii) For the purposes of this sub-clause, spouse includes a defacto spouse.

Entitlements

- (iii) Subject to the provisions of this sub-clause and the matters agreed to in accordance with paragraph (iv) hereof, part-time employment shall be in accordance with the standard conditions available to permanent part-time staff.

Part-time Work Agreement

- (iv) (1) Before commencing a period of part-time employment under this sub-clause the employee and Australia Post shall agree:
  - (A) that the employee may work part-time;
  - (B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
  - (C) the work to be performed; and
  - (D) upon the period of part-time employment.
- (2) The terms of the agreement may be varied by consent.

- (3) The terms of the agreement or any variation to it shall be reduced to writing and retained by Australia Post. A copy of the agreement and any variation to it shall be provided to the employee by Australia Post.
- (4) The terms of the agreement shall apply to the part-time employment.

Extension of Hours of Work

- (v) Australia Post may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (d) (iv).

Inconsistent Provisions

- (vi) An employee may work part-time under this clause notwithstanding any other provisions of this award or agreement between the parties which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions requiring consultation with, consent of or monitoring by a union. Such provisions do not apply to part-time work under this clause.

Replacement Employees

- (vii) (1) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this sub-clause.
- (2) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (d) (iii), (iv), and (vi) of this sub-clause apply to the part-time employment of a replacement employee.
- (3) Before a replacement employee is engaged under this paragraph, Australia Post shall inform the person in writing of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (4) Nothing in this sub-clause shall be construed as requiring Australia Post to engage a replacement employee.

52 - VACANCIES

- (a) Subject to this award, Australia Post may engage a person, or transfer or promote an employee to fill a vacant position.
- (b) In the selection of an employee for promotion to a vacant position, consideration shall be given to the relative efficiency of the employees available for promotion.
- (c) The promotion of an employee is provisional pending confirmation and is subject to appeal as provided in Clause 54 (Appeals).

(d) Australia Post may cancel a provisional promotion before the promotion has been confirmed and, in which case, any appeals in respect of the promotion shall be discontinued.

### 53 - TEMPORARY PERFORMANCE

(a) Australia Post may direct an employee occupying one position to perform temporarily the whole, or such part as is specified, of the duties of another position.

(b) Where in directing an employee to perform temporarily the duties of a position it is necessary to choose between 2 or more employees of lower classification, the employee to whom the direction is given shall be the more, or most efficient employee available.

(c) The selection of an employee under sub-clause (b) is subject to appeal as provided in Clause (54 Appeals).

### 54 - APPEALS

(a) Except by agreement between the relevant parties to this award, and subject to this clause, a permanent employee may appeal to the Promotions Appeal Board against:

- (i) the provisional promotion of another employee, provided the appellant is of a lower classification than the position to which the promotion was made;
- (ii) a direction for temporary performance to another employee, provided the appellant is available and both employees are of lower classification than that prescribed for the duties to be performed; or
- (iii) the selection of another employee to undertake a course of training at the completion of which an employee is promoted, other than where the selection is based solely on the result of a competitive examination.

(b) The grounds for an appeal shall be superior efficiency.

(c) Appeals in relation to paragraphs (a)(i) and (iii) must be received by the Promotions Appeal Board within 14 days of notification of the provisional promotion or selection, as appropriate.

### 55 - PROMOTIONS APPEAL BOARDS

(a) Australia Post shall arrange for the establishment of such Promotions Appeal Boards as are required for the purposes of Clause 54 (Appeals).

(b) The function of a Promotions Appeal Board shall be to hear and determine appeals in accordance with procedures agreed between the parties.

(c) A Promotions Appeal Board shall exercise its power having regard to the principles of natural justice, including procedural fairness.

(d) Australia Post shall take such action as is necessary to give effect to a determination made by a Promotions Appeal Board.

Constitution

- (e) A Promotions Appeal Board shall be constituted by:
  - (i) a Chairperson, being a person selected in accordance with procedures agreed between Australia Post and the principal unions covering employees within Australia Post;
  - (ii) an employee nominated by Australia Post for the purpose of the appeal; and
  - (iii) a person nominated by the appropriate staff organisation as defined in sub-clause (f).

Appropriate Organisation

- (f) For the purposes of paragraph (e)(iii), the appropriate organisation is:
  - (i) in relation to an appeal against a provisional promotion or a temporary transfer to a position classified at a level identified in column 1 of Schedule G - the organisation identified in column 2 of the Schedule; or
  - (ii) in relation to an appeal against a provisional promotion or a temporary transfer to a position classified at a level other than one appearing in column 1 of Schedule G - the organisation nominated by Australia Post.

Attendance by Employees

- (g) An employee who is a member of a Promotions Appeal Board shall be regarded as on duty for the time necessarily involved in the hearing and determination of an appeal.
- (h) An employee who is required to attend a Promotions Appeal Board hearing shall be released from duty without loss of pay for the time necessarily involved in attending the hearing.

56 - CANDIDATES FOR ELECTION

- (a) An employee who:
  - (i) resigned from Australia Post to become a candidate for election as a member of a House of Parliament of Australia or of a State, of the Legislative Assembly for the Australian Capital Territory or of the Legislative Assembly for the Northern Territory;
  - (ii) resigned not earlier than one month before the date on which nominations for the election closed;
  - (iii) was a candidate at the election and failed to be elected; and

- (iv) applied, within two months after the declaration of the result of the election, to rejoin Australia Post's employment, shall be re-employed at a classification and salary equivalent to the classification and salary that applied immediately before the date upon which the resignation took effect.

(b) The period of absence does not count as service for any purpose except for sick leave, but does not break continuity of service for long service leave.

#### 57 - EXCESS FARES

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

#### 58 - HIGHER DUTIES ALLOWANCE

##### Higher Duties Allowance Payment Rate

(a) An employee who performs all the duties of a higher position shall be paid an allowance to raise salary to the rate that would have been received had the employee been promoted to the level.

(b) An employee in receipt of a higher duties allowance is eligible for the same incremental advancement as would apply to an employee promoted to the level.

(c) A period during which an employee is in receipt of higher duties allowance shall count for incremental purposes:

Provided that previous higher level service which is not continuous can only be counted for incremental purposes to the extent that it satisfies the "12 in 24 months, 24 in 48 months, etc" principles.

(d) An employee performing only part of the duties of the higher position may be paid such allowance as Australia Post determines.

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

##### Eligibility

(f) Staff cannot be paid higher duties allowance unless the period is at least  $\frac{1}{2}$  a day (continuous) provided that any continuous periods between  $\frac{1}{2}$  a day and a day shall be regarded as 1 full day for payment purposes.

##### Payment During Leave

(g) An employee in receipt of higher duties allowance who proceeds on paid leave shall continue to be paid the allowance to the extent that certification is given that the allowance would have been paid but for the grant of leave.

(h) An employee who has received an allowance in respect to acting in an unbroken series of higher positions up to the time of proceeding on leave with pay, shall continue to receive an allowance during the leave to the extent that Australia Post certifies that the allowance would have been paid in respect of acting in any one of those positions but for the granting of leave.

(i) Where an employee has performed higher duties in an isolated district for at least 12 months in the preceding 2 years and is in receipt of higher duties allowance in that district at the date of commencing recreation leave and is not returning to the isolated district at the conclusion of that leave, the employee shall continue to receive the allowance during that recreation leave.

#### 59 - DEPENDANT ALLOWANCE

(a) An employee under 21 years of age who has a wholly or substantially dependent spouse and/or child and whose salary is below the rate specified at Item 1 of Schedule F shall be paid an allowance to raise the employee's salary to that amount.

(b) For the purpose of this clause, spouse includes a defacto spouse.

#### 60 - DISTRICT ALLOWANCE

An employee who lives and works in a prescribed remote locality shall be paid a District Allowance in accordance with the Principle Determination.

#### 61 - PRIVATE MOTOR VEHICLE ALLOWANCE

An employee who is authorised to use a private motor vehicle for official purposes or in circumstances in which Australia Post would otherwise meet the cost of the journey shall be entitled to be paid a distance allowance determined in accordance with the Principal Determination.

#### 62 - TRAVELLING ALLOWANCE

(a) An employee who is required to be away overnight whilst:

- (i) travelling on duty;
- (ii) travelling on transfer in any of the circumstances described in Clause 66 (Headquarters Relocation Allowance);
- (iii) carrying out duties at another place by direction of an authorised officer; or
- (iv) in other circumstances approved by Australia Post;

shall be entitled to payment of travelling allowance as prescribed in the Principal Determination.

- (b) (i) An employee who is required to be away from the employee's headquarters or temporary headquarters when the absence does not extend overnight shall be entitled to claim a special travelling allowance for a part day absence to meet the additional expenses incurred other than for travel.
- (ii) The rates and conditions of payment of special travelling allowance for a part day absence shall be as prescribed in the Principal Determination.

#### 63 - FIRST AID ALLOWANCE

Employees appointed as first aid attendants shall be paid an allowance at the relevant rate specified at Item 3 in Schedule F.

#### 64 - INTERMITTENT DRIVING ALLOWANCE

(a) This clause applies to an employee who is in receipt of a rate of salary less than the maximum payable to a Postal Transport Officer.

(b) An adult employee 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 appropriate point within the salary range referred to in sub-clause (a). The determination of the appropriate point within that range shall be subject to the normal rules for the payment of higher duties allowance.

(c) For the purpose of this clause an adult employee is an employee who is in receipt of a rate of pay prescribed for adults.

(d) Except for an employee covered by sub-clause (c), a junior employee 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 Table 2 of Schedule D (Junior Rates) of the minimum salary payable to a Postal Transport Officer.

#### 65 - TONNAGE ALLOWANCE

An employee who is required to drive a motor vehicle of one of the types described at Item 4 of Schedule F shall be paid, in addition to salary, an allowance at the rate prescribed opposite thereto for each day or portion thereof while the vehicle is driven on a public carriageway.

#### 66 - HEADQUARTERS RELOCATION ALLOWANCE

An employee whose headquarters is transferred to a new location may be granted a Headquarters Relocation Allowance in accordance with the conditions prescribed in the Principal Determination.

#### 67 - TRANSFER COSTS

- (a) This clause applies to an employee who is transferred from one locality to another:

- (i) in the interest of Australia Post;
- (ii) in the ordinary course of promotion;
- (iii) on account of illness of such a nature as to justify the transfer;
- (iv) after a residence of three or more years in a prescribed isolated locality or a locality where climatic conditions are severe; or
- (v) to fill a vacancy in a place described in paragraph (iv);

where the transfer necessitates a change of residence.

(b) An employee to whom this clause applies shall be entitled to have paid by Australia Post:

- (i) the cost of conveyance of the employee and the employee's dependants; and
- (ii) the cost reasonably incurred by the employee in removing furniture and household effects and those of the employee's dependants, from the locality at which the employee resided immediately before the transfer to the new locality.

(c) The calculation of the costs to be reimbursed under this clause shall be made in accordance with the Principal Determination.

(d) An employee who establishes an entitlement to transfer expenses under this clause may be reimbursed prescribed legal and other costs associated with the sale of the employee's principal private residence at the former location and the purchase of a residence at the new location provided the conditions prescribed in the Principal Determination are satisfied.

#### 68 - TEMPORARY ACCOMMODATION ALLOWANCE

An employee who has been transferred or promoted from one locality to another and who is unable to obtain suitable permanent or long-term accommodation at the new locality may be paid a Temporary Accommodation Allowance as prescribed in the Principal Determination.

#### 69 - LIVING AWAY FROM HOME ALLOWANCE

An employee who is:

- (i) less than 21 years of age;
- (ii) required to live away from home in rented accommodation or under board and lodging conditions; and
- (iii) is receiving a salary below the salary specified at Item 5 in Schedule F,

shall be paid an allowance to raise salary to that level.



## 70 - NOTICE BOARDS

The claimant organisations shall be granted reasonable access to Australia Post notice boards for the display of notices of or relating to their affairs authorised by an appropriate National or Branch official. Australia Post may forbid any offensive notice or cause it to be removed.

## 71 - DEDUCTIONS FROM SALARIES OF RENT FOR QUARTERS

An employee occupying a building for the purpose of residence which belongs to or is leased by Australia Post, and without an incidental obligation of supervision or general control over personnel or property, shall pay such rent, and be subject to such conditions of occupancy, as determined by Australia Post.

Provided that where the employee is occupying the whole or part of such a building as a residence and is also required to supervise or exercise general control over personnel or property, Australia Post may direct that a fair and reasonable sum, not exceeding 10 per cent of the minimum salary of the employee's position, shall be chargeable and deducted from salary as rent.

## 72 - ACCIDENTS

(a) An employee who sustains physical injury while on duty or whilst travelling to or from work will be paid in accordance with the conditions prescribed in the Principal Determination.

(b) Where an employee sustains physical injury under such circumstances whereby Australia Post regards the action of the employee as so meritorious in the public interests as to warrant special consideration, such employee shall be granted leave of absence under the conditions prescribed in the Principal Determination.

(c) Nothing in this clause shall take away or reduce the rights of employees under the Commonwealth Employees Rehabilitation and Compensation Act 1988, as may be amended from time to time, but no employee shall be entitled to receive benefits under this clause and under the Act at the same time.

## 73 - ANTI-DISCRIMINATION

(a) It is the intention of the respondents to this award to achieve the principal object in section 3(g) of the Industrial Relations Act 1988 by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

(b). Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

(c) Nothing in this clause is to be taken to affect:

- (i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (ii) until 22 June 1997, the payment of different wages for employees who have not reached a particular age;
- (iii) an employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
- (iv) the exemptions in sections 170DF(2) and (3) of the Act.

BY THE COMMISSION:

COMMISSIONER

**SCHEDULE A**

**CLAIMANT ORGANISATIONS**

Association of Professional Engineers, Scientists and Managers, Australia

Australian Manufacturing Workers' Union

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Services Union of Australia

Community and Public Sector Union

**SCHEDULE B**

**CONDITIONS/PROVISIONS RELATING TO PART-TIME EMPLOYEES**

**1 - PART-TIME EMPLOYMENT**

This schedule outlines the conditions applicable to permanent and fixed term part-time employees.

**2 - USE OF PART-TIME STAFF**

(a) Employees can be employed on a part-time basis in the designations listed in the Appendix to this Schedule.

(b) Notwithstanding sub-clause (a), an employee in any classification may work on a part-time basis for a specified period under the terms of the parental leave provisions (Clause 51 of the Award).

(c) Arrangements to monitor and analyse overall workforce composition and trends (including full-time and part-time data) at six monthly intervals will be put in place at both the National and State levels.

**3 - SALARIES**

(a) Part-time employees shall be paid the same hourly rate for ordinary duty as the hourly rate for an equivalent full-time employee.

(b) Part-time employees shall be entitled to annual increments determined in accordance with Clause 25 of the award.

(c) Any specific salary advancement conditions are outlined in the relevant specific awards.

**4 - HOURS OF DUTY**

(a) Part-time employees shall not be rostered for ordinary duty on more than five days per week (or an average of 5 days per week over a cycle) and shall be subject to the same bandwidth conditions as apply to counterpart full-time employees.

(b) The ordinary hours of duty shall be continuous on any one day. An unpaid meal break shall not be regarded as breaking continuity of duty.

(c) The normal daily and weekly hours of duty, including starting and finishing times, shall be specified in writing by Australia Post before the employee commences part-time duty.

(d) Subject to sub-clause (e), 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.

Provided that no part-time employee shall be given less than three months notice of a reduction in hours.

(e) 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.

Provided that if the arrangement extends beyond twelve months, the hours of duty may be varied after twelve months in accordance with sub-clause (d).

## 5 - OVERTIME

(a) Part-time employees shall be liable to perform extra duty where operational requirements necessitate. However, where practicable, such extra duty shall be supplementary to, and not in substitution for, the use of permanent full-time employees.

(b) Part-time employees shall be paid the overtime penalty rates applicable to full-time employees in the following circumstances:

- (i) duty in excess of 7 hours 21 minutes on any one day;
- (ii) where an employee is required to work on more than 5 days per week.

(c) Part-time employees are entitled to the same overtime minimum payment provisions as full-time employees provided that the minimum extra payment shall be the prescribed ordinary hours of duty for that day where they are less than four.

(d) Duty in excess of normal requirements but which does not attract a penalty under sub-clause (b) shall be paid at the rate applicable to ordinary duty on that day.

## 6 - MEAL ALLOWANCE

Part-time employees shall be entitled to the standard overtime meal allowance conditions provided that ordinary duty and ordinary hours of duty shall be that duty which does not attract an overtime penalty rate.

## 7 - SHIFT DUTY

(a) A part-time employee who is required to perform and performs duty on a shift, any part of which falls between the hours of 6.00pm and 6.30am, shall be paid an additional 15% of salary for that shift.

(b) Where a part-time employee is required to work ordinary hours continuously for a period exceeding 4 weeks on a shift falling wholly within the hours of 9.00pm and 6.30am, the employee shall be paid with respect to that shift an additional 30% of salary for that shift.

(c) Retail employees rostered for ordinary duty between 6.30 am and 8.00 am Monday to Friday shall receive a penalty of 50% of their ordinary rate for the time worked between those hours.

## 8 - RECREATION LEAVE LOADING

A part-time employee shall be entitled to the provisions of Clause 42 of the Award provided that, for the purposes of paragraph 42(a)(i), the maximum payment shall be calculated by means of the following formula:

Average Weekly Earnings x (A ÷ B) where:

A is the hours of recreation leave payable to a part-time employee; and

B is the hours worked by a full-time employee over the equivalent period.

## 9 - RECREATION LEAVE - 7 DAY SHIFT WORKERS

A part-time employee shall be entitled to the standard additional leave provisions available to full-time staff, provided that, for the purposes of these provisions, part-time 7 day shift workers are shift workers who are rostered to work regularly on Sundays and Public Holidays involving not less than 5 shifts each week or an average of not less than the number of shifts a week of an equivalent full-time employee.

## 10 - PUBLIC HOLIDAYS AND PAYMENT

Part-time employees shall be entitled to the standard public holiday provisions of Clauses 37 and 38 of the Award provided that the minimum extra payment shall be for the prescribed normal hours of duty for that day where these are less than four.

## 11 - EXCESS TRAVELLING TIME

Part-time employees shall be entitled to the provisions of Clause 33 of the Award, provided that, in addition to the provisions of sub-clause (b) of that clause the following will apply:

in the case of a part-time employee whose hours of duty are confined to less than 5 days of the week, payment shall not be made unless the excess time exceeds the number of hours in any pay period determined by multiplying the number of days worked each pay period by 15 minutes.

## 12 - PROTECTION OF FULL-TIME EMPLOYEES

Full-time employees will not be required to convert to part-time employment or to transfer to another position to make way for part-time employment. The written agreement of a full-time employee shall be obtained before the hours of that employee's position are varied and before that employee is transferred from one position to another in this context.

## 13 - CONSULTATION

Australia Post shall initiate consultation with the union(s), in accordance with the agreed arrangements, before introducing or extending any part-time employment.

#### 14 - MONITORING ARRANGEMENTS

Australia Post shall provide unions with data regarding permanent part-time employment under this award, as agreed from time to time.

#### 15 - GENERAL CONDITIONS

Part-time staff shall be subject to the same provisions, on a pro-rata basis, as prescribed for permanent and fixed term staff in the body of the award (subject to any variation covered in this schedule).

**APPENDIX**

**1 Operations Award**

- Cafeteria Manager Group
- Catering Manager Group
- \* Electronic Mail Group
- \* Mail Officer Group
- \* Parcel Post Officer Group
- \* Postal Delivery Officer Group
- \* Postal Services Officer Group
- \* Postal Sorting Officer Group
- Agency Assistant Group
- Attendant Group
- Stores Group
- Support Services Officer Group
- Sprintpak Levels

- \* Part-time employment in above base grade levels in these Groups is subject to the conditions agreed between the parties.

**2 Administrative/Professional Award**

- Counsellor Group
- Engineer Group
- Librarian Group
- Occupational Physiotherapist Group
- Postal Administrative Officer Group
- Psychologist Group
- Rehabilitation Counsellor Group

**SCHEDULE C**

**JOINT STATEMENT OF UNDERSTANDING**

Australia Post and the CEPU (and the other Unions) agree that the future viability of the enterprise is critically dependent on its enjoying a reputation for reliability and efficiency in providing service to customers.

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

The parties agree that pre-emptive industrial action must be avoided in favour of a mechanism which allows local unresolved problems to be raised to higher levels for resolution. Unless this priority can be achieved, the potential benefits from this statement will be prejudiced.

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

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

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

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

The parties agree that priority need to be given to putting the above principles into effect and National and State groups will be established to lead and monitor resultant actions.



**SCHEDULE D**

**JUNIOR RATES**

(a) Subject to any conditions otherwise prescribed, an employee under 21 years of age in the classification groups listed in Table 1 shall be paid an actual rate of salary, calculated to the nearest dollar, based on the appropriate percentage for the age of the employee listed in Table 2 of the minimum salary of an adult employee of the same classification.

**Table 1**

Administrative Officer Level 1  
Agency Assistant Grade 1  
    Agency Assistant Grade 2  
Assistant Technician (Postal)  
Attendant  
Drafting Assistant Grade 1  
Graphic Design Assistant Grade 1  
Mail Officer  
Parcel Post Officer  
Postal Delivery Officer  
Postal Sorting Officer  
    Retail Post Trainee  
    Sprintpak Level 1  
Technical Assistant Grade 1  
Trainee Draftsman  
Trainee Mail Officer  
Trainee Parcel Post Officer  
Trainee Postal Delivery Officer  
Trainee Postal Services Officer  
Trainee Postal Sorting Officer  
    Trainee Technical Officer (Buildings and Engineering)

Schedule D - contd

**Table 2**

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

(b) Subject to any conditions otherwise prescribed, an apprentice under 21 years of age shall be paid an actual annual rate of salary, calculated to the nearest dollar, as the percentage indicated in the following Table of the minimum actual salary prescribed for a Postal Trades Officer.

**Table 3**

Age or length of service as an Apprentice	Percentage of minimum Adult Salary
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

**SCHEDULE E**

**EMPLOYEES INELIGIBLE FOR OVERTIME  
AND OTHER SPECIFIED PAYMENTS**

Administrative Officer - Level 6  
Postal Manager - Grade 3

**SCHEDULE F**

**ALLOWANCES**

<b>Item No.</b>	<b>Allowance</b>	<b>Amount</b>
1	<b>Dependant Allowance</b> (Clause 59)	\$18405 per annum
2	<b>Overtime Meal Allowance</b> (Clause 30 (a))	\$11.50
3	<b>First Aid Allowance</b> (Clause 63)	
	Certificate	\$5.70 per week
	Voucher	\$7.10 per week
	Medallion	\$8.50 per week
4	<b>Tonnage Allowance</b> (Clause 65)	
	<u>Vehicle Type</u>	
	Light Rigid Vehicle (Trucks from 4.5 to 13.9 tonnes Gross Vehicle Mass)	\$1.95 per day
	Heavy Rigid Vehicle (Trucks exceeding 13.9 tonnes Gross Vehicle Mass)	\$3.84 per day
	Articulated Vehicles (Linehaul, wharf work and heavy rigid/dog trailer combinations)	\$6.66 per day
	Road Train (B double combinations)	\$9.02 per day
5	<b>Living Away From Home Allowance</b> (Clause 69 (iii))	\$14252 per annum

**SCHEDULE G**

**APPROPRIATE ORGANISATION FOR  
PROMOTIONS APPEAL BOARD REPRESENTATION**

<b>Classification</b>	<b>Appropriate Organisation</b>
(Column 1)	(Column 2)
Administrative Officer Levels 1 - 6	CPSU
Assistant (Printing) Grades 1 - 4	CPSU
Senior Assistant (Printing) Grades 1 - 4	
Attendant	CEPU
Senior Attendant	
Cafeteria Manager Grades 1 - 3	CEPU
Catering Manager Grades 1 - 3	CPSU
Chef	CEPU
Senior Chef	
Counsellor Classes 1 - 3	CPSU
Engineer Classes 1 - 3	CPSU
Garage Attendant	CEPU
Librarian Classes 1-3	CPSU
Mail Officer	CEPU
Senior Mail Officer Grades 1 - 2	
Mail Processing Co-ordinator Grades 1 - 4	
Trainee Mail Processing Co-ordinator	
Occupational Physiotherapist	CPSU
Parcel Post Officer	CEPU
Senior Parcel Post Officer Grades 1-2	
Parcel Post Co-ordinator	

Schedule G - contd

<b>Classification</b>	<b>Appropriate Organisation</b>
(Column 1)	(Column 2)
Postal Delivery Officer	CEPU
Senior Postal Delivery Officer Grades 1 - 3	
Postal Delivery Co-ordinator Grades 1 - 3	
Postal Manager Grades 1 - 3	CEPU
Postal Services Officer	CEPU
Senior Postal Services Officer Grades 1 - 2	
Postal Sorting Officer	CEPU
Senior Postal Sorting Officer Grades 1 - 2	
Postal Sorting Co-ordinator	
Postal Technical Officer Grades 1 - 3	CEPU
Senior Postal Technical Officer Grades 1 - 2	
Principal Postal Technical Officer	
Postal Trades Officer	CEPU
Senior Postal Trades Officer	
Postal Transport Officer	CEPU
Senior Postal Transport Officer	
Postal Transport Co-ordinator Grades 1- 5	
Psychologist	CPSU
Sprintpak Levels 1-3	CEPU
Storeman	CEPU
Senior Stores Officer	
Stores Supervisor	
Senior Stores Supervisor Grades 1 - 3	
Support Services Officer Grades 1 - 4	CEPU
Technical Services Officer Grades 1 - 2	CEPU
Senior Technical Services Officer Grades 1 - 3	
Principal Technical Services Officer Grade 1	
Principal Technical Services Officer Grade 2	

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