

1 Principal Determination

AUSTRALIA POST PRINCIPAL DETERMINATION

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CLAUSE 1 = PRELIMINARY(a) **Title**

This determination shall be called the Australia Post Principal Determination.

(b) **Scope**

This determination applies to employees who have not entered into a specific written contract of employment for a middle management or Executive position.

CLAUSE 2 = ESTABLISHMENTS

In order to provide for the employment of staff to perform the functions of Australia Post, the following action shall be taken as required:

- (a) existing positions can be reclassified, transferred or abolished;
- (b) new positions can be established, designated and classified; and
- (c) the organisation structured.

CLAUSE 3 = INEFFICIENT/INCOMPETENT EMPLOYEES

Where 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, the employee may be:

- (a) transferred to another position of the same classification (in the same locality or elsewhere);
- (b) reduced to a lower position and salary; or
- (c) retired from the Corporation.

CLAUSE 4 = REDUCTION IN PART-TIME HOURS

Subject to the proviso at (c) below, an employee will have a right to terminate his or her employment with Australia Post and accept a VRP in the following circumstances:

- (a) where it is intended to reduce the ordinary hours of a part-time position from 15 or more per week to less than 15 hours per week; or
- (b) it is proposed to substantially reduce the weekly hours of an employee whose weekly hours are already below 15 per week.
- (c) Provided that no right to a VRP under this clause shall exist where an employee has been offered suitable alternative work which:
 - (i) would keep his or her ordinary hours at 15 per week or more in respect of reductions in hours covered in (a) above; or

- (ii) involved no substantial reduction in the employee's current nominal weekly hours in respect of reductions in hours covered by (b) above.
- (d) The VRP under this clause will be based on the rostered hours of the position before the reduction, provided that the employee can seek a review of rostered hours in accordance with clause 7.4 of EBA 5.

CLAUSE 5 = GRIEVANCES

PRINCIPLE

- (a) Employee complaints, regardless of their nature, must be resolved quickly and at the point of origin or workplace where possible, or, if not, as close as possible to the point of origin or workplace.

APPLICATION

- (b) If an employee has a complaint arising out of an official instruction or decision or action taken in relation to the employee, the following procedures should be followed:
 - (i) A complaint shall first be discussed by the concerned employee with the supervisor. An observer may be present at the request of either party.
 - (ii) Any complaint not settled under (i) above can then be discussed between the employee and the next level of supervisor or more senior line management. The employee may be accompanied by an accredited union representative or another employee.
 - (iii) If the matter is not resolved, it can be further discussed between the Branch Secretary of the union (or representative of the Secretary), and the next level of management if that is the employee's election. The employee may discuss the matter personally with management at this level if that is preferred by the employee (and be accompanied by another employee).
 - (iv) If the matter is still unresolved after (iii), the employee may submit an application for review by a Board of Reference. The application should be lodged within fourteen days of receipt of advice concerning the outcome of discussions held under (iii) above.
 - (v) Where a Board of Reference is of the opinion that the matter should be reconsidered by Australia Post, it may recommend accordingly and advise of the action it considers appropriate based on the merits of the application.
 - (vi) Upon receipt of a recommendation or advice under (v), Australia Post shall give further consideration to the matter, and may confirm the decision previously made or take such other action as it considers appropriate in the light of the recommendation of the Board of Reference. Any decision not to accept the recommendation of the Board of Reference should not be made below General Manager or equivalent level.

- (vii) Reasonable time limits shall be allowed for the completion of the discussion stages. Unless otherwise agreed between the parties, at least 7 days should be allowed for each stage of discussions.
- (viii) The outcome of management's consideration of the complaint under (ii) and (iii) shall be notified in writing.
- (ix) Until the matter is settled, the employee shall, so far as possible, carry out any instruction given until it is countermanded by proper authority. No employee shall be prejudiced as to the final settlement by the continuance of work.
- (x) An employee is not entitled to make an application or lodge a complaint under this process in relation to the following matters:
 - (1) a decision or action in relation to classification matters;
 - (2) a decision or action in relation to the rates of pay or hours of duty of a position, conditions of employment or other matters that apply to staff generally or to particular categories of staff other than the application of those provisions to the employee. However; a part-time employee may make an application or lodge a complaint under this process regarding a variation in hours;
 - (3) a decision or action arising in compliance with a law;
 - (4) a decision or action in respect of which an alternative right of appeal or review exists (such as promotion appeals and action under the discipline code);
 - (5) a decision made to appoint or transfer a person other than the employee.
- (xi) An employee may make an application or lodge a complaint directly with a higher level under this process where it would be inappropriate in the circumstances for a review of the decision or action to occur at a lower level.
- (xii) An employee may be represented or accompanied by a person other than a union representative but these employees or any other party shall not be entitled to legal representation for any purpose in connection with a review of a decision or an action under these procedures.

CLAUSE 6 - RECREATION LEAVE**Additional Recreational Leave - Remote Localities**

- (a) Employees living and working in district allowance localities shall be granted additional recreation leave for each year of service in such a locality on the following basis:

District Allowance Grade	Additional Leave
A	2 days
B	3 days
C (plus Darwin & Alice Springs)	5 days
D	7 days

- (b) Employees who were living and working in Darwin on 1 October 1982 shall be entitled to 10 days' additional leave per year unless they elected to receive the benefits of the new remote locality package, including the lower additional leave component under paragraph (a) above.

Additional Leave for Travelling Time: Remote Localities

- (c) Employees living and working in district allowance localities shall be entitled to up to 3 days travelling time if they are delayed in returning from leave by circumstances beyond their control such as floods or fires cutting road or rail links.
- (d) Employees living and working in the following localities shall be entitled to the travelling time specified when they avail themselves of a fares assistance credit:

<u>Locality</u>	<u>Credit</u>
Boulia (QLD)	half day
Jundah (QLD)	half day

- (e) **Advance of Recreation Leave Credits**

Subject to operational requirements employees may be granted recreation leave in advance of credit for up to a maximum of 5 days in a calendar year for family reasons or for reasons of extreme hardship. The advanced credit will be subject to deduction from the employee's next accruals until the advanced credit is recovered in full.

- (f) **Pre 1967 Employees**

Employees who were appointed before 26 October 1966 and who do not have sufficient service in their final year of employment to cover part of the recreation leave credit which was in advance of their service shall either have their final credit adjusted or repay salary in respect of the excess leave credit.

CLAUSE 7 - RETURNED SOLDIERS - LEAVE**War Service Sick Leave Credit**

- (a) Employees who are entitled to sick leave and who are returned soldiers may be granted a special war service sick leave credit comprising:
 - (i) a non-cumulative 9 weeks credit; and
 - (ii) an additional cumulative credit of 3 weeks per annum subject to a maximum accrual of 9 weeks.
- (b) The cumulative credit shall not be availed of until the whole of the non-cumulative credit has been exhausted.
- (c) The special war service sick leave credit may be availed of for absences due to either:
 - (i) illness or injury resulting from war-caused disabilities; or
 - (ii) pulmonary tuberculosis for which the returned soldier is receiving benefits under the Repatriation Act 1920.
- (d) All applications for special war service sick leave shall be supported by a medical certificate from a medical officer of the Department of Veterans Affairs or a repatriation institute or a medical officer appointed by that Department.

Repatriation Leave for Returned Soldiers

- (e) Leave of absence with pay may be granted to employees who are returned soldiers for the following purposes:
 - (i) attending hospital, out-patient clinic, or medical officer for periodical examination, attention, or treatment or for pension review;
 - (ii) attending limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.
- (f) Such leave may be in one or more periods and without deduction from recreation or sick leave credits up to a maximum of 2 weeks in each year of service. It shall be granted only to returned soldiers whose absence is due to the reasons outlined in sub-clause (c).

CLAUSE 8 - DEFENCE RESERVES LEAVE

Leave for Specified Defence Service

- a) Leave of absence shall be granted to an employee in respect of any period of specified defence service.
- b) Specified defence service means:
 - (i) **Ordinary Reserve service** - undertaken as part of normal peacetime training including camps, weekend training, classes and short periods of service.
 - (ii) **Voluntary continuous full time service** - periods of voluntary continuous full time service undertaken by a Reservist.
 - (iii) **Call out** - mandatory, non-voluntary continuous full time service rendered by a Reservist following call out. The Defence Legislation Amendment (Enhancement of the Reserves and Modernisation) Act 2001 enables the Governor General, by a written order in the Gazette to call out the Australian Defence Force Reserves, in whole or in part for continuous full time military service.

Periods of Leave

- c) Leave to enable an employee to engage in the service referred to in paragraph (b) (i) shall be with pay and shall not in any 1 year, exceed 28 days inclusive of Saturdays and Sundays and Public Holidays.
- d) Employees who are in their first year of Reserve service may, in addition to (c), be granted a further 14 days leave with pay, inclusive of Saturdays and Sundays and Public Holidays, to attend recruitment and (initial) employment training
- e) Leave with pay to enable an employee to engage in the service referred to in (c) shall not be for a period of less than 7 days on each occasion, except where the available balance of leave with pay is less than 7 days.
- f) An employee who has exhausted the maximum amount of paid leave in (c) may be granted further leave without pay to count as service for all purposes.
- g) Leave without pay referred to in (f) shall not be for a period of less than 7 days on each occasion, except where it is combined with the available balance of leave with pay to make up a period of not less than 7 days.
- h) Any one year referred to in this clause shall mean the period from 01 July of one year up to 30 June of the following year
- i) Leave for voluntary continuous full time service and non-voluntary continuous full time service under (b) (ii) and (b) (iii) shall be for the full period required by the Australian Defence Force and shall be without pay and not count as service for the accrual of Annual Leave.

Application for Leave

- j) Application for leave to engage in a prescribed defence service must be in writing and supported by evidence that the employee is required to engage in that service, for the specified period.

CLAUSE 9 - LEAVE WITHOUT PAY

- (a) Leave without pay may be granted to an employee for such period as is thought fit.
- (b) Approval of leave without pay for a period in excess of twelve months will be subject to the condition that the employee is placed on the unattached list.
- (c) Where leave without pay is so granted, it shall be decided for which purposes, if any, it is to form part of an employee's service.

CLAUSE 10 - FITNESS FOR DUTY

- (a) Australia Post may direct an employee to:
- (i) obtain and furnish to Australia Post a report from a registered medical practitioner concerning a medical assessment of the employee's fitness to perform all or part of his or her duties; and/or
 - (ii) submit to a medical examination by a registered medical practitioner determined by Australia Post, for the purpose of a medical assessment and a report to Australia Post concerning the employee's fitness to perform all or part of his or her duties.
- (b) If Australia Post considers that an employee is incapable of performing duty or constitutes a danger to other employees or the public due to the employee's state of health, Australia Post may direct the employee to:
- (i) obtain and furnish to Australia Post a report from a registered medical practitioner; or
 - (ii) submit to a medical examination by a registered medical practitioner determined by Australia Post.
- (c) On receipt of the medical report provided in accordance with clause 10(b), the employee may be directed to take sick leave for a specified period, or, if already on sick leave, or other leave, the employee may be directed to continue on leave for a specified period, and the absence shall be regarded as sick leave.
- (d) An employee to whom a direction is given under clause 10(a) or 10(b) must comply with the direction.

- (e) Where an employee fails to comply with a direction under clause 10(a) or 10(b) without reasonable cause, the employee may be subject to the Employee Counselling and Discipline Process and the fees payable for the examination may be charged against the employee and deducted from salary.

CLAUSE 11 - MISCELLANEOUS LEAVE

- (a) Where an employee who is eligible for paid Personal Leave is unable to attend for duty due to a natural disaster, civil disaster or state of emergency, the employee may be granted paid leave for the period concerned without deduction from recreation leave. Leave may be granted under this clause to an employee who is a member of a State Emergency Service, fire-fighting service, search and rescue unit or other volunteer service performing similar functions to enable the employee to fulfil obligations to that service in the event of a civil emergency.
- (b) Where an employee is required to attend an interview or medical examination in connection with enlistment in the Defence Reserves, the employee may be granted leave to do so without deduction from recreation leave.

CLAUSE 12 - ASSISTANCE WITH STUDIES

Study Leave

(a) **Eligibility for Study Leave**

- (i) Where an employee is undertaking an approved course of study, the employee may be granted leave of up to 5 hours per week with pay for the purpose of attendance at lectures, tutorials, performance of required practical work, and associated travelling time.
- (ii) Where, because of the time spent on travelling, leave of 5 hours per week is insufficient to meet the employee's needs, the employee may be granted an additional period of leave with pay up to a maximum of 3 hours in any week

(b) **Study Leave Credit**

A study leave credit accrues to an employee undergoing an approved course of study as an external student at a university or other approved institution at a rate of 5 hours per week (ie. the total amount of study leave available) per academic year less the actual amount of leave used for study and travel. Study leave credits are not transferable from the end of one academic year to the next.

(c) **Grant of Additional Leave**

Any further study leave which may be granted to an employee shall be without pay or on condition that the employee makes up the time involved outside normal hours of duty or from recreation leave entitlements.

(d) Leave for Residential Requirements

An employee undergoing an approved course of study as an external student at a university or other approved institution, may, if prior attendance as a residential student is a prerequisite for examination in a subject in that course, be granted leave with pay for up to one week in respect of each subject. If the required residential period exceeds one week, an employee may be granted leave of absence with pay for a period not exceeding the employee's study leave credit, to a maximum of 5 further days in respect of each subject.

(e) Grant of Additional Leave for Residential Purposes

Any further leave which may be granted to an employee for residential purposes shall be without pay or on condition that the employee makes up the time involved outside normal hours of duty or from recreation leave entitlements.

Examination Leave

(f) Leave with pay up to 5 days in any academic year may be granted to an employee to enable attendance at, or sitting of:

- (i) an examination relating to an approved course of study or a short course of instruction approved for reimbursement of fees;
- (ii) an examination held by, or on behalf of, the Corporation;
- (iii) any other approved examination.

(g) An additional period of examination leave may be granted to an employee if deemed necessary. Such leave may be granted:

- (i) from study leave credits accrued under subclause 12 (b);
- (ii) if the employee is not eligible for the grant of leave under paragraphs (i) or (ii), from recreation leave credits or without pay.

Short Courses of Instruction

(h) A short course is one which does not result in the award of a formal qualification. Short courses include workshops, seminars, residential courses and other training courses which can be up to one semester or 200 hours in duration. Courses of longer duration should be considered under the criteria for "part-time" studies assistance.

(i) Conditions applying to short courses include:

- . worker's compensation cover to and from the course;
- . course tuition fees are paid or re-imbursed by Australia Post;
- . leave as required for the duration of the course;
- . leave with pay usually for the duration of the course;

- . leave without pay for up to one semester may be approved under the terms of a short course;
- . fares may be paid if the course is inter or intrastate. Normally fares would only be paid where attendance at the course was at Australia Post's request.

Reimbursement of Fees

- (j) An employee who has enrolled for an approved course of study or for an approved short course of instruction may apply to be approved as a student who is entitled to reimbursement of approved fees.
- (k) An employee whose application in respect of a course of study or a short course of instruction has been approved, is entitled to reimbursement if:
 - (i) a certificate is furnished from the registrar, secretary or other appropriate official of the institution or body in question to the effect that the employee has satisfied all the requirements for the period prescribed for the successful completion of the course;
 - (ii) the conduct, diligence and efficiency of the employee have been satisfactory during the previous twelve months; and
 - (iii) the approved student was an employee - in the case of a course of study - at the date(s) on which the final examinations were conducted and - in the case of both a course of study and a short course of instruction - at the date on which the certificate specified above was furnished.
- (l) Where an approved student who is entitled to reimbursement of fees furnishes a certificate to the effect that examinations in some but not all subjects have been passed, reimbursement of fees paid will be in the same proportion as the number of subjects passed. (If four examinations were attempted and three were passed 75% of the fees paid will be reimbursed).
- (m) Where an approved student who is entitled to reimbursement of fees is directed to undertake duties which will preclude the student from continuing a course, the student is entitled to reimbursement of the fees paid.
- (n) Where an approved student who is entitled to reimbursement of fees dies or retires on invalidity grounds before the completion of the final examinations in the academic year or the completion of the course, reimbursement of the fees shall be made to either the student or the student's next of kin.

Deferral of Reimbursement

- (o) Where an approved student is on probation, reimbursement of fees shall not be made until the appointment is confirmed. If a probationary appointment is terminated on health grounds, the student shall be entitled to the fees reimbursement.

Scholarship Holders

- (p) An employee whose fees have been paid by either the Corporation or under the terms of an external award or scholarship is not eligible for reimbursement of those fees.

CLAUSE 13 - SALARIES - EMPLOYEES NOT COVERED BY AWARD

Employees occupying classifications outlined in Column 1 of Schedule 1 shall be paid within the salary range shown in Column 2 of the Schedule.

CLAUSE 14 - FUNCTIONAL/QUALIFICATION ALLOWANCES

Linguistic Availability/Performance Allowance

- (a) Employees who are required to perform interpreting and/or translating duties in community languages other than English may be paid a linguistic availability/performance allowance at the rate specified at Item A, Schedule 2.

Apprentices - Proficiency Allowances

- (b) (i) Apprentices who obtain a pass in every subject at an examination held at the end of a year of the course of training shall be paid an allowance at the rate specified at Item B, Schedule 2 in respect of the 12 month period commencing at the beginning of the first pay period in January of the following year.
- (ii) If the total of marks calculated to the apprentice at the said examination is at least 75%, an additional allowance shall be paid at the same rate and same time as the allowance payable under paragraph (i).

CLAUSE 15 - EXPENSES/COST OF LIVING ALLOWANCES

Hosiery Reimbursement Subsidy

- (a) An employee who is required to wear an Australia Post uniform shall be reimbursed up to the amount specified at Item A, Schedule 3 for expenditure for the purchase of hosiery.

Tropical and Temperate Clothing Allowance

- (b) Employees who are required to visit a locality which has a climate significantly different to that at the usual station may be reimbursed reasonable expenditure on clothing necessarily purchased for the trip.
- (c) Reimbursement of these costs will be subject to the limit specified at Item B, Schedule 3 in any three year period provided that employees in tropical localities required to visit temperate localities may be allowed the further amount specified at Item B, Schedule 3, during this period if it is necessary to purchase a suit or equivalent clothing.

Isolated Establishment Allowance

- (d) Employees at an approved isolated establishment to which no public transport is available at all or is available in a restricted form only and the employees are required to use a private vehicle for transport to and from the isolated establishment may be paid an isolated establishment allowance.

Air Conditioning Subsidy

- (e) An employee who is stationed in a prescribed locality and who occupies a residence in which air conditioning equipment is installed may be paid a subsidy to defray the cost of operating the equipment.

Loss or Damage to Clothing/Personal Effects

- (f) Where loss of or damage to clothing or personal effects of an employee:
- (i) occurs while protecting or endeavouring to protect Corporation property from loss or damage;
 - (ii) is caused by a fault or defect in goods or other property belonging to the Corporation;
 - (iii) results from an act or omission by another person employed by the Corporation; or
 - (iv) the loss or damage is considered to be attributable to the service of the employee;
- the employee shall be paid reasonable compensation.
- (g) No payment shall be made to the employee:
- (i) if the employee is entitled to recover under insurance the amount of loss or damage;
 - (ii) unless it is considered that the employee took reasonable precautions to avoid the loss or damage;
 - (iii) unless it is considered that the employee could not reasonably be expected to take proceedings for the recovery of the amount of the loss or damage from a person who may be liable for the loss or damage;
 - (iv) if the employee has received, or is entitled to receive, from a person liable for the loss or damage the amount of the loss or damage;
 - (v) at any time before the conclusion of proceedings instituted by the employee against a person who may be liable for the loss or damage.
- (h) If, after compensation has been paid, an employee recovers damages from another source, an equivalent sum, up to the amount already paid in compensation, is recoverable from the employee as a debt due to the Corporation.

Footwear Subsidy

- (i) Outdoor uniformed employees may be reimbursed for the purchase of footwear once every six months.
- (j) Indoor uniformed staff may be reimbursed for the purchase of footwear once every 12 months.
- (k) Reimbursement of the costs involved shall on each occasion be limited to the amount specified at Item C, Schedule 3.

Headquarters Relocation Allowance

- (1) An employee whose headquarters is transferred to a new location because of a change in the organisation or operations of Australia Post may be paid an allowance equal to the amount of excess fares paid or reasonable expenses incurred in a fortnight for transport to and from the new location:

Provided that unless otherwise approved by Australia Post:

- (i) the allowance is payable for a maximum period of 3 months; and
- (ii) the allowance is not payable to an employee:
 - (1) who occupies a position of Administrative Officer A6 or Postal Manager Level 3; or
 - (2) whose headquarters is transferred to another State or Territory.

CLAUSE 16 - TRANSFER AND REMOVAL COSTS**Eligibility for Payment of Removal Costs**

- (a) Employees who are transferred from one locality to another are eligible for payment of reasonable removal costs in respect of transfers:
 - (i) which are in Australia Post's interest;
 - (ii) which are in the ordinary course of promotion;
 - (iii) resulting from illness which justifies such a transfer;
 - (iv) after three years or more in a prescribed isolated district;
 - (v) to fill a vacancy in a prescribed isolated district.
- (b) Reasonable removal costs shall cover:
 - (i) the cost of conveyance of the employee and the dependants; and

- (ii) removal costs of the necessary furniture and household effects of the employee and dependants.
- (c) Employees who elect to dispose of their furniture and effects instead of removal to the new location may be paid for any proven loss sustained in the disposal up to the costs that would have been involved in removal.
- (d) Employees may be reimbursed the cost of replacement insurance cover associated with the removal up to the maximum inventory value limit specified in Item A, Schedule 4.
- (e) Employees who are entitled to removal costs under sub-clause (a) shall be paid a disturbance allowance as specified at Item B, Schedule 4.
- (f) Employees who are entitled to removal costs under sub-clause (a) may be reimbursed reasonable expenses to assist with the cost of freight and hire of pet packs to the amount not exceeding the amount specified at Item C, Schedule 4.

Removal Expenses on Retirement

- (g) Approval may be given for payment of reasonable removal costs for employees who move to another location on retirement.
- (h) The approving employee shall have regard to:
 - (i) the circumstances of the appointment, transfer or promotion to the location where the employee was working prior to retirement;
 - (ii) the nature of the locality;
 - (iii) the time spent in the locality;
 - (iv) any other relevant matters.
- (i) Payment of these costs may also be made on the death of an employee to the dependants of the employee.

Removal Costs on Appointment

- (j) A person appointed to Australia Post, who is required to take up duty on appointment at a location other than where the employee resides, may be entitled to the payment of reasonable costs of conveyance and of the removal of furniture and household effects. Payment may also cover the costs incurred by any dependants.

Temporary Accommodation Allowance

- (k) Where, due to the lack of suitable permanent or long term accommodation, an employee resides in temporary accommodation at a locality to which the employee has moved at Australia Post's expense on appointment, transfer or promotion, the employee may be paid an allowance in accordance with the conditions outlined in the Human Resources Manual.

Education Costs Allowance

- (1) An employee transferred at Australia Post's expense may be paid a boarding allowance in respect of the secondary school education of a child of the employee in accordance with the terms and conditions outlined in the Human Resources Manual.

Reimbursement of Costs on Sale/Purchase of Home

- (m) An employee transferred at Australia Post's expense under sub-clause (a) from one locality to another in the course of employment with Australia Post and who as a result has to move place of residence, may be reimbursed legal and other costs and agent's commission incurred as a result of the sale of the dwelling at the former location and the purchase of a dwelling house at the new location under the terms and conditions outlined in the Human Resources Manual.

CLAUSE 17 - TRAVELLING ALLOWANCE

Payment of Allowance

- (a) Where an employee is required to be absent overnight from the employee's head station either:

- (i) travelling on duty;
- (ii) travelling on a transfer which attracts eligibility for payment of removal expenses under clause 16 (a);
- (iii) as a result of a direction to carry out duties at another place; or
- (iv) in other approved circumstances;

the employee shall be entitled to be paid travelling allowance at the relevant rate shown in Schedule 5.

- (b) The daily rates payable to an employee during the first 21 days residence at any one temporary station shall be those specified at Item A (a) in Schedule 5.
- (c) The provisions applicable to:
- (i) employees whose temporary transfer exceeds 21 days;
 - (ii) situations where the daily rates prescribed under (b) are insufficient to meet expenses incurred;
 - (iii) situations where board and lodging are provided at Australia Post expense on non-commercial rates;
 - (iv) situations where meals and/or lodging are provided at Australia Post expense;
 - (v) situations where accommodation is provided at the expense of an airline; and

- (vi) situations where the fare paid for the journey includes payment for meals and/or sleeping accommodation;

are outlined in the Human Resources Manual.

Allowance for Part-Day Absences

- (d) Where an employee is required to perform duty at another location away from the employee's head station or temporary head station, when the absence does not extend overnight, an allowance at the relevant rate shown in Schedule 5, Item B is payable to meet the additional expenses incurred other than for travel. Payment of the allowance is subject to the following conditions:
 - (i) the absence must exceed 10 hours;
 - (ii) proof of expenditure is not required;
 - (iii) it may be paid in advance; and
 - (iv) no other cost reimbursement allowance is payable in respect of the absence (eg overtime meal allowance).
- (e)
 - (i) The allowance payable under sub-clause (d) does not apply to an employee who is entitled to Travelling Allowance or some components of Travelling Allowance or to an employee who is provided with meals during the absence. Nor is the allowance payable to an employee who performs duties, an inherent feature of which is the requirement to be absent from their head station or temporary head station.
 - (ii) Where an employee meets the conditions in clause 17(d) but is provided with meals, the employee is entitled to the incidental component plus reimbursement of reasonable amounts, if any, spent on a meal or meals during the period subject to a maximum payment in total of the part-day TA rate.

Allowance for Illness

- (f) Where an employee in receipt of travelling or relieving allowance is forced to take sick leave, and where it is not possible or expedient to return home, an allowance to cover the proved medical costs may be paid. This allowance shall not exceed the amount of travelling or relieving allowance which would have been paid had the employee been on duty for the period concerned.

Permanent Transfer

- (g) An employee who is instructed to proceed to a station in anticipation of permanent transfer, and who has been notified in writing that the transfer is to be made permanent, is not eligible to receive travelling or relieving allowance at the new station.

Relative Visiting Critically Ill Employee

- (h) A close relative who travels to visit an employee who has become critically or dangerously ill while absent from the employee's head station on duty, shall be reimbursed reasonable return travel costs from home in connection with the visit or, if travelling from elsewhere, reasonable travel costs, not to exceed the costs which would have been incurred in travelling from home. Where the travel is undertaken from a place other than the head station of the employee, the amount to be reimbursed shall not exceed the reasonable return travel cost from that other place.
- (i) Reimbursement of travel costs shall be subject to medical certification that the employee was critically or dangerously ill at the time in question.
- (j) Reimbursement of travel costs shall be approved in the case of one close relative only. Where two or more close relatives would be entitled to be reimbursed in respect of their fares, regard will be had to any wishes expressed by the employee and to the employee's domestic situation in determining which relative should have fares reimbursed.
- (k) Where the relative entitled to have fares reimbursed is accompanied by a child of whom the relative has the care and control, reimbursement of the child's fares shall also be approved.

CLAUSE 18 - REMOTE LOCALITY CONDITIONS

District Allowance

- (a) The classifications of districts for the purposes of remote locality conditions of service shall be those detailed at Schedule 6.
- (b) An employee living and working at localities classified under sub-clause (a) shall be paid a district allowance specified at Item A, Schedule 6.
- (c) District allowance shall not be payable in addition to travelling or relieving allowance to an employee while temporarily stationed in a locality which normally attracts a district allowance. In special circumstances, however, the prescribed travelling or relieving allowance may be increased.

Broken Hill Allowance

- (d) An employee stationed at Broken Hill, New South Wales, is entitled to the appropriate allowance specified at Item B, Schedule 6.

Snowy Mountains Allowance

- (e) An employee stationed at a locality listed in Item C, Schedule 6 shall be paid Locality Allowance at the relevant rate outlined in that Schedule.
- (f) Eligible dependant means a dependant who resides with the employee and whose income is less than the maximum income allowed by the Australian Taxation Office for payment of a dependant rebate.

Fares to and from Isolated Districts

- (g) Where an employee in a prescribed isolated district, or spouse or other eligible dependant residing with the employee, travels away from that district during leave of absence, the cost of fares reasonably incurred may be reimbursed.

School Children in Isolated Districts

- (h) Where the dependant child of an employee stationed permanently in a prescribed isolated district is attending a primary or secondary school away from that district, reimbursement may be made for cost of fares reasonably incurred in respect of:
 - (i) the child's travel to and from school and the isolated district; and
 - (ii) between school and another place to join on leave the employee, or the employee's spouse.
- (i) The amount payable under paragraph (ii) above shall not exceed that payable under paragraph (i).

Medical/Dental Treatment

- (j) Where the lack of a qualified medical or dental practitioner in a prescribed isolated district necessitates treatment elsewhere, reimbursement may be made in respect of reasonable costs incurred by an employee or dependants for:
 - (i) the transport of that person for the treatment;
 - (ii) the transport of an attendant accompanying that person; and
 - (iii) proven accommodation charges incurred by that person and any attendant, where return to the isolated district on the day of treatment is not possible.

Emergency/Compassionate Fares

- (k) Where an employee is permanently stationed in a prescribed isolated district, reimbursement may be made for fares reasonably incurred by the employee or by the employee's spouse for travel from the district to a city or town to:
 - (i) attend to matters connected with or otherwise arising from the death of a close relative; or
 - (ii) visit a close relative who has been medically certified as dangerously or critically ill.

CLAUSE 19 - PRIVATE MOTOR VEHICLE ALLOWANCE

- (a) An employee may be authorised to use the employee's motor vehicle for official purposes, if it is in the interests of Australia Post.
- (b) An employee authorised to use the employee's motor vehicle for official purposes shall be paid an allowance per kilometre for its use, at the appropriate rate specified at Item A, Schedule 7.
- (c) An employee who can establish that the prescribed allowance is insufficient to meet the amount of expenses reasonably incurred in using the employee's motor vehicle for official purposes, may be granted an additional allowance equal to the amount by which the expenses exceed the normal allowance.
- (d) An employee authorised to use the employee's motor vehicle for official purposes and is required to pay increased registration or insurance fees, shall be reimbursed the amount of any excess involved.
- (e) An employee shall be paid the additional allowance specified at Item B, Schedule 7 when the employee:
 - (i) transports in the vehicle a person whose cost of conveyance would otherwise be met by Australia Post;
 - (ii) transports in or on the vehicle equipment, tools or materials, weighing not less than 100 kilograms, belonging to or hired by Australia Post;
 - (iii) hauls a caravan or trailer belonging to or hired by Australia Post;
 - (iv) carries a fellow employee whose normal means of transport is affected by industrial action.
- (f) Where the amount of allowance which would be paid to an employee for the use of a motor vehicle for a specified journey exceeds the amount which would have been payable by Australia Post had the motor vehicle not been used, the amount to be paid shall be reduced by the amount of the excess.
- (g) Payment of a motor vehicle allowance shall not be deemed to be hire, reward or other consideration within the meaning of any State law relating to vehicles, transport or traffic. An employee shall not be required to obtain any licence or permission or to pay any fee or tax under a State law as a result of being paid a motor vehicle allowance.

CLAUSE 20 - HOLIDAYS

- (a) Australia Post may require staff to attend for ordinary duty on a public holiday and any additional holiday authorised by Australia Post under clause 20(c).
- (b) An employee who is ineligible for public holiday penalties and who is required to work on a holiday or to commence work on a holiday and travel to a place where the holiday is not observed may be granted a day off duty with pay at a later date.

- (c) In addition to holidays provided under Clause 31.1 and 31.2 of the Australia Post General Conditions of Employment Award 1999 (award), Australia Post may authorise additional holidays provided that the total additional holidays provided under this determination and Clause 31.3.2 of the award shall not exceed 2 days in any period of 12 months commencing on 5 January.

CLAUSE 21 - OVERSEAS SERVICE

- (a) Terms and conditions may be fixed in respect of an employee, or of a class of employees, performing duties overseas or proceeding to or from the performance of duties overseas.
- (b) Such terms and conditions may include the payment of allowances to, and the provision of residential accommodation for, the employee and persons deemed to be a dependant of the employee.

CLAUSE 22 - APPLICATION OF AWARDS

- (a) An employee who is not a member of a union and who occupies a classification which is covered by an award whose application is restricted to members of the relevant union, shall be accorded the salary and terms and conditions of service specified in the relevant award.
- (b) An employee occupying a position which is not covered by an award of the Australian Industrial Relations Commission to which Australia Post is respondent and who is not subject to a specific individual employment contract shall be accorded, unless otherwise determined, the conditions of service provided in the Australia Post General Conditions Award 1995.

CLAUSE 23- ACCIDENTS

- (a) Where an employee sustains physical injury while on duty, and Australia Post has ascertained that the injury was attributable to the act or omission of some person employed by Australia Post other than the person injured or to the act or omission of a person not employed by Australia Post but who is performing similar duties to the employee as part of a team and where those duties are at least in part on behalf of Australia Post or the Australian Government or was the result of a defect in Australia Post material or appliances or where physical injury has been sustained in protecting Australia Post or Australian Government property from loss or damage, the employee shall be granted leave of absence on full pay for the duration of the absence necessitated by the injury up to a period of 4 months. If at the expiry of 4 months it is shown to the satisfaction of Australia Post that the injured person is unable to resume duty, the case shall be reported to Australia Post for decision as to whether further leave of absence may be granted and, if granted, on what terms.

Where leave is granted in accordance with the provisions of this sub-clause, such leave shall not be deducted from sick leave at credit of the employee at the time.

Where physical injury has been sustained under circumstances falling within the terms of this sub-clause, Australia Post shall pay the reasonable transport, medical and hospital expenses bona fide incurred in consequence of the injury.

- (b) Where an employee sustains physical injury while on duty under circumstances that do not bring the case within the terms of sub-clause (a) and it is not proved to the satisfaction of Australia Post that the injury is attributable to the employee's serious and wilful misconduct, the employee shall be granted leave of absence on half pay for the duration of the absence necessitated by the injury up to a period of 3 months, and such leave shall not be deducted from sick leave credit of the injured person. If, at the expiry of 3 months, it is shown to the satisfaction of Australia Post that the injured person is unable to resume duty, the case shall be reported to Australia Post for decision as to whether further leave of absence may be granted, and, if granted, on what terms.

Where the case of an employee falls within the terms of this sub-clause and the employee has a credit of sick leave, such credit shall be used to bring the employee's pay up to the full rate and the employee's leave credit shall be reduced proportionately.

Where the injury to the employee is sustained under circumstances that bring the employee's case within this sub-clause, Australia Post shall pay the cost of the medical first aid rendered to the injured person when the services of the person rendering such aid have been obtained on the authority of a responsible employee, and of the transport of the injured employee to home or to a hospital.

- (c) (i) Where personal injury by accident is caused to an employee while travelling to or from work, or while attending any trade, technical or other training school which is required by the terms of employment by Australia Post or attendance is expected by Australia Post, the employee shall be eligible for leave of absence in accordance with the provisions of this clause as if the accident were an accident on duty.
- (ii) In this sub-clause, "travelling to or from work" means travelling between the employee's place of abode and place of employment by Australia Post and between either of those places and any trade, technical or other training school which the employee is required by the terms of employment by Australia Post or is expected by Australia Post to attend, but does not include travelling during or after any substantial interruption of or substantial deviation from the shortest convenient route for any such journey, made for a reason unconnected with employment or unconnected with attendance at the trade, technical or other school, as the case may be.
- (iii) For the purposes of the application of sub-clause (i) of this clause to injuries sustained during any period covered by this sub-clause "act or omission" means an act or omission performed or caused by the person responsible (other than the person injured) during a period when that person is acting under the instructions of Australia Post.

- (d) Where an employee sustains physical injury under circumstances the nature of which is such that Australia Post regards the action of the employee as so meritorious in the public interest as to warrant special consideration, the employee shall be granted leave of absence under the conditions set out in sub-clause (a).
- (e) 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 that Act at the same time.
- (f) Notwithstanding anything contained elsewhere in this clause where an employee has been injured necessitating leave of absence from duty, and Australia Post is reimbursed the salary of the injured employee by the party responsible for the injury or the representative of such party to the extent of absence from duty covered by the amount of reimbursement, no deduction shall be made from the sick leave credits of the employee concerned.

CLAUSE 24 - QUALIFYING PERIOD FOR 30% SHIFT PENALTY

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.

Provided that the parties at the State level can agree on arrangements for varying the 4 week qualifying period for the 30% shift penalty for either specific facilities or segments of the business.

CLAUSE 25 - METHOD OF PAYMENT OF SALARIES

- (a) The facility of cash payment of fortnightly salary payments will not be available to any employee employed in South Australia/Northern Territory from the date of commencement of this determination and in other State administrations and Headquarters from a date not earlier than the date of commencement of this determination.
- (b) Following the withdrawal of cash payment facilities, fortnightly salary payments will be made by direct credit arrangements or by cheque to the employee's postal address.

CEASED AWARD CLAUSES SECTION

The clauses in this section (clauses 26-29) are subject to the conditions set out in the memorandum of agreement between Australia Post and the CEPU/CPSU concerning the translation of specified award clauses to a separate section of the Principal Determination. These clauses were prescribed in the Australia Post awards prior to the award simplification exercise and were removed from the awards along with a number of other clauses as part of that exercise. The memorandum of agreement requires that the specified former award clauses be translated in their pre-award simplification format in the Principal Determination.

CLAUSE 26 SHIFT TRAFFICKING

- (a) Trafficking in shift exchanges is prohibited. Any employee who demands or accepts, by demand or arrangement, money or any other form of benefit in kind for arranging exchanges of shifts, duties or days off will be instantly dismissed.
- (b) Any supervisor or manager who knowingly condones any of the prohibited exchange activities outlined in subclause (a) will also be dismissed.
- (c) Any disagreement as to the interpretation of terms or the implementation of the processes outlined in this clause will be settled by referral to a Board of Reference.
- (d) Review of dismissal action referred to in sub-clauses (a) and (b) will be undertaken by the Australian Industrial Relations Commission (the Commission) on the application of the union. The decision of the Commission in such matters will be final and binding.

CLAUSE 27 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 interest 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 Safety 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.

CLAUSE 28 TRANSFER COSTS

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.

CLAUSE 29 DISTRICT ALLOWANCE

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

END OF CEASED AWARD CLAUSES SECTION

SCHEDULE 1

SALARIES - STAFF NOT COVERED BY AN AWARD (Clause 13)

<u>Column 1</u>	<u>Column 2</u>
<u>Classification</u>	<u>\$ PA</u>
Legal Officer	37746, 38794, 39842, 40894, 43240, 48153, 50615, 53055, 55511, 57968, 60427
<p>Legal Officer shall be subject to the same salary advancement/ salary barrier conditions as those applying to Legal Officers employed in the Australian Public Service.</p>	
Occupational Health Nurse	51376, 52600, 53822, 55045
Senior Occupational Health Nurse	57342, 58713
Ergonomist Class 1	58923, 60973, 63016, 65070
Mail Room Team Leader	34080, 35263, 36444, 37626, 38804
Mail Room Network Supervisor	49156, 51328, 53500, 55673

FUNCTIONAL/QUALIFICATION ALLOWANCES (Clause 14)

Item A - Linguistic Availability/Performance Allowance - Clause 14 (a)

\$749 pa

Item B - Proficiency Allowance - Apprentices - Clause 14(b)

\$90 pa

EXPENSE/COST OF LIVING ALLOWANCES (Clause 15)

Item A - Hosiery Reimbursement Subsidy - Clause 15 (a)

\$280 pa

Item B - Tropical and Temperate clothing Allowance Clause 15 (b), (c)

1. General Limit - \$100

2. Suit Limit - \$100

Item C - Footwear Subsidy - Clause 15 (i) - (k)

\$56.00 per purchase

(From 01 January 2005 the Footwear Subsidy for retail employees who are eligible for and wear the corporate uniform was increased to \$76.00 per annum in lieu of Item C above under Clause 8.2 of EBA 6)

TRANSFER AND REMOVAL COSTS (Clause 16)

Rates from 21 January 2010Item A - Limit on Cost of Insurance Cover - Clause 16 (d)

\$53,000

Item B - Disturbance Allowances - Clause 16 (e)

(a)	Staff without dependants	\$488
(b)	Staff with dependants; plus	\$1021
	(i) for each dependent child who is a full-time student	\$194

Item C - Removal of Pets - Clause 16 (f)

\$180

TRAVELLING ALLOWANCE (CLAUSE 17)

NOTE: RATES EFFECTIVE FROM 1 JULY 2010DAILY RATES OF TRAVELLING ALLOWANCE

ITEM A

(a) Column 1
Non-Contract
Below Executive

1. Capital City Rates

Sydney	265.35
Melbourne	245.35
Brisbane	279.35
Canberra	247.35
Adelaide	249.35
Darwin	282.35
Hobart	219.35
Perth	253.35

2. High Cost Country Centres

Albany (WA)	228.55
Alice Springs (NT)	223.35
Ballarat (VIC)	232.85
Bendigo (VIC)	219.55
Bright (VIC)	223.35
Broome (WA)	324.35
Bunbury (WA)	232.85
Burnie (TAS)	226.35
Cairns (QLD)	231.85
Carnarvon (WA)	222.85
Christmas Island	260.35
Dalby (QLD)	220.35
Echuca (VIC)	232.70
Emerald (QLD)	229.85
Esperance (WA)	228.35
Exmouth (WA)	299.35
Geelong (VIC)	227.35
Geraldton (WA)	243.85
Gladstone (QLD)	223.85
Gold Coast (QLD)	226.35
Halls Creek (WA)	249.85
Hervey Bay (QLD)	222.35

Horn Island (QLD)	279.35
Horsham (VIC)	223.35
Jabiru (NT)	290.35
Kalgoorlie (WA)	248.85
Karratha (WA)	386.85
Katherine (NT)	230.85
Kununurra (WA)	292.35
Launceston (TAS)	221.65
Mackay (QLD)	239.85
Maitland (NSW)	221.85
Mount Isa ((QLD)	254.35
Newcastle (NSW)	242.85
Newman (WA)	305.35
Norfolk Island	242.85
Port Hedland (WA)	380.35
Port Lincoln (SA)	222.35
Portland (VIC)	220.10
Quenbeyan (NSW)	223.85
Tamworth	221.35
Thursday Island	287.05
Townsville (QLD)	231.35
Wagga Wagga (NSW)	222.85
Warnambool (VIC)	225.35
Whyalla (SA)	228.35
Wilpena-Pound (SA)	230.80
Yulara(NT)	411.85

3. Tier 2 Country Centres 206.75

Ararat (VIC)
Armidale (VIC)
Bathurst (NSW)
Broken Hill (NSW)
Bundaberg (QLD)
Ceduna (SA)
Cocos (Keeling) Island
Coffs Harbour (NSW)
Cooma (NSW)
Devonport (TAS)
Gosford (NSW)
Goulburn (NSW)
Hamilton (VIC)
Kingaroy (QLD)
Mildura (VIC)
Mount Gambier (SA)
Mudgee (NSW)
Muswellbrook (NSW)
Orange (NSW)

Port Macquarie (NSW)
 Rockhampton (QLD)
 Roma (QLD)
 Swan Hill (VIC)
 Toowoomba (QLD)
 Wollongong (NSW)
 Wonthaggi (VIC)

4. Other Country Centres

191.75

(b) The maximum amount which may be reimbursed for daily incidental expenditure:

(i) Non-contract Below Executive - \$16.85

(c) The maximum amounts which may be reimbursed for meals purchased separately at a commercial establishment away from the place of accommodation shall be:

	<u>Capital City & High Cost Country Centres</u>	<u>Tier 2 Country Centres & Other Country Centres</u>
	Non-Contract Below Executive	Non-Contract Below Executive
	\$	\$
Breakfast	23.10	20.65
Lunch	25.90	23.60
Dinner	44.50	40.65

PART DAY ABSENCE-CLAUSE 17(d)

ITEM B

Non-contract Below Executive- \$42.75

TRAVELLING ALLOWANCE ON REVIEW

ITEM C

Weekly incidental rate- \$59.00 per week

The maximum amount which may be reimbursed (in respect of the occupancy of furnished accommodation) for meals purchased separately at a commercial establishment away from the place of accommodation and for food purchased for the preparation of meals - \$366.50 per week

REMOTE LOCALITY CONDITIONS (CLAUSE 18)

Item A - District Allowance - Clause 18 (a) - Rates effective from 8 July 2010

Grade	With Dependants \$pa	Without Dependants \$pa
A	1830	930
B	4420	2410
C	5980	3400
D	8800	5440

The maximum income a dependant may earn for payment of the “With Dependand” rate of District Allowance shall be \$21865 per annum.

Item B - Broken Hill Allowance - Clause 18 (d)

	\$pw
(a) An employee at least 21 years old or who has someone wholly or partially dependent on the employee.	12.40
(b) In any other case.	6.20

Item C - Snowy Mountains Locality Allowance - Clause 18 (e)

Locality	With Eligible Dependants \$pw	Without Dependants \$pw
Jindabyne	42.15	32.90

PRIVATE MOTOR VEHICLE ALLOWANCE (CLAUSE 19)

Rates from 21 January 2010Item A - Motor Vehicle Allowance - Clause 19 (b)

An employee shall be paid an allowance according to the type and engine capacity of the vehicle:

Column 1	Column 2	Column 3
Engine Capacity (non-rotary)	Engine capacity (rotary)	Rate of Allowance cents per kilometre
Above 2600cc	Above 1300cc	72.0
1601cc to 2600cc	801cc to 1300cc	71.0
1600cc or less	800cc or less	59.0

Item B - Additional Allowance - Clause 19 (e)

0.80 cents per kilometre