

Building our future together



Your guide to the
**Australia Post Fair Work
Agreement 2010**

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This document is intended to guide you through the Australia Post Fair Work Agreement 2010 (the Agreement) reached between the CEPU, CPSU and Australia Post. A full copy of the Agreement is provided to you in this pack.

The Agreement is a single, comprehensive document of your key working conditions at Australia Post.

Key features of the Australia Post Fair Work Agreement

Pay and bonus benefits

The Agreement provides further pay increases of up to 10 per cent over three years (clause 41). The pay increases are necessarily modest because Australia Post is facing a difficult business environment. Moderate wage increases enhance Australia Post's ability to maximise your job security.

It is also important to note that these are not the first pay increases for staff since EBA6, as Australia Post paid staff a number of pay increases outside of the enterprise agreement while negotiations were continuing, including during the global financial crisis when other businesses instituted pay freezes. During these negotiations, staff received three 4 per cent pay increases, plus a \$500 bonus.

Pay benefits under the Agreement are made up of 7 per cent in guaranteed pay increases over three years with a potential further 3 per cent in bonus pay increases.

- Half of the bonus pay increases are linked to achieving at least 94 per cent service performance in each state in a financial year. Australia Post has met this service performance target every year since 2001.
- The other half of the bonus pay increases are subject to the combined total volume of letters and parcels in a financial year either remaining the same or increasing. Letters and parcels are Australia Post's core business. Where business levels remain the same or grow, all staff will share in the benefits of this.

The bonuses will be percentage pay increases, rather than lump sum payments. This means that unlike the EBA6 bonus payment, you will continue to receive the benefit of bonuses on an ongoing basis. Importantly, they also count towards your superannuation.

Other pay related matters

The Australia Post Fair Work Agreement provides additional benefits including:

Cashing out annual leave	Individuals with more than six weeks of annual leave accrued (four weeks for seven day shift workers), will have the option of cashing out excess leave (clause 20.5).
Shift penalties	The Agreement recognises that shift penalties are an important component of your take home pay. Australia Post will use its best endeavours to maintain your shift penalty rates (clause 19.9).
Abolishing junior rates	The Agreement removes junior rates of pay for permanent employees (clause 11.7.1).
PDO salary advancement	On completion of training, Postal Delivery Officers will be paid the third salary point of the PDO salary range. Postal Delivery Officers currently on the first or second salary points will advance to the third salary point from the date that the Agreement comes into effect (clause 11.9.4).

Employment security

Your employment security depends on Australia Post operating as a profitable business. Where workplace changes are required, Australia Post will consult with you and your union representatives on the likely impact of significant changes and we will apply:

- the principles and benefits outlined in the Redundancy/Redeployment/Retraining Agreement (RRR Agreement), which is included in the Agreement in Attachment K
- retraining and redeployment in preference to redundancy where positions are identified as surplus to requirements (clause 34).

We will also:

- work together with the unions to develop a new "Postal Worker" classification in order to maximise the availability of full-time positions (clause 7.4)
- apply the current Retail Post Conversion Policy while the unions and Australia Post negotiate a new Retail Services Transformation Agreement (clause 40.2)
- continue EBA6 commitments in relation to meeting the learning and development needs of Australia Post employees (clause 35)
- prefer permanent employment to fixed term and casual employment (clause 7).



Flexible working arrangements and benefits

Australia Post's commitment to providing workplace flexibility includes:

- an increase in paid maternity leave to 14 weeks (clause 23)
- the right for parents or carers of a child under school age, or under 18 if the child has a disability, to request flexible work arrangements, in line with the National Employment Standards (clause 24)
- allowing staff who have accumulated more than six weeks of annual leave (or more than four weeks for shift workers) to "cash out" any excess entitlement (clause 20.5).

The Agreement also allows Australia Post and individual employees to make "Flexibility Agreements" to vary the application of the Agreement (clause 5). A Flexibility Agreement must result in the employee being better off overall and can be made in relation to:

- arrangements for when work is performed
- overtime rates
- penalty rates
- allowances
- leave loading.

The Agreement also retains the award "facilitative arrangements". Facilitative clauses allow Australia Post and employees to vary how specific award provisions apply at a workplace or to an individual (clause 6).

Operation of the Agreement

The Agreement is a three-year agreement (clause 2) and the parties commit to commencing negotiations to replace the Agreement three months prior to its nominal expiry date (clause 46).

Dispute resolution

Any disputes relating to a matter arising under the Agreement or the National Employment Standards will be resolved in accordance with an escalating dispute resolution process, which includes conciliation and, potentially, arbitration by Fair Work Australia (clause 42).

The escalation process for resolving disputes is as follows:

Step 1	Dispute to be discussed at local level with immediate manager/supervisor.
Step 2	If dispute not resolved, matter referred to more senior levels of management and union for resolution.
Step 3	If dispute not resolved, matter referred to Fair Work Australia for conciliation.
Step 4	If conciliation is unsuccessful, one of the parties may refer the matter to an independent mediator who will determine if the matter is suitable for arbitration. The mediator may also make other observations/recommendations about resolving the dispute. The mediator's recommendations are not binding.
Step 5	With the approval of the relevant decision making bodies in the union or Australia Post, the matter may be referred to Fair Work Australia for arbitration (i.e. a binding decision regarding the disputes).

OH&S

The parties commit to working together over the next 12 months to develop a new agreement on occupational health and safety to enhance health and safety at Australia Post workplaces (clause 3).

Work related injury procedures

The Agreement introduces a new process for the management of employees who are injured at work (referred to as the WorkReady process), to replace the Facility Nominated Doctor (FND) process (clause 21.13).

The WorkReady process preserves your right to attend your own doctor in the event that you sustain a workplace injury, but ensures that your doctor is provided with the necessary information about your job and the range of duties available at your workplace before any advice is given on applicable medical restrictions.

Our focus remains on returning you to work as soon as it is safe to do so, because that is the best outcome for injured workers.

Retail Services Transformation Agreement

Australia Post and the CEPU and CPSU commit to negotiating a new agreement, to be called the Retail Services Transformation Agreement, to determine a range of issues facing Retail Services (clause 40), including:

- the future network and facility/outlet formats
- future conversion arrangements
- career paths in retail.

Uniforms

The Agreement establishes a national uniform forum to be held annually to discuss issues relating to the national management of uniforms (clause 32). Australia Post also commits to using focus groups of employees to assess the suitability of new uniforms.

Retail shoe allowance

The Agreement increases the shoe allowance for retail employees to \$85 per calendar year (clause 14.14).

Frequently asked questions

Why is this such a large Agreement?

The Agreement is lengthy as it now contains the contents of our awards. A number of the important award conditions in the Agreement include: Anti-Discrimination (clause 4), Facilitative Provisions (clause 6), Hours of Duty (clause 16), Overtime (clause 17), Excess Travelling Time (clause 18), Shift Work (clause 19), Public Holidays (clause 29).

The Agreement also preserves the RRR Agreement in its entirety and other expired certified agreements, including:

- Interstate Linehaul Agreement
- Sprintpak Division Agreement
- Home Based Work Agreement.

Frequently asked questions (cont.)

Where can I find documents that are referred to in the Agreement?

You can find the following documents on the Australia Post Fair Work Agreement intranet site, or if you do not have access to the intranet, visit auspost.com.au/apfwa or ask your manager to access a copy.

- Australia Post Principal Determination
- Work Level or Classification Standards (clause 11.1)
- existing procedures for the selection of employees (clause 11.5.1)
- process for part-time employees to seek a review of their hours (clause 16.6)
- WorkReady process (clause 21.13.3)
- National Attendance Guidelines (clause 21.14)
- Retail Post Conversion Policy (clause 40.2.3).

Also, the Australia Post Human Resources Rates of Pay Manual is located in every Australia Post workplace, so ask your manager if you would like to see a copy.

What is the approval process?

Steps for approving the Agreement	
Employees consider the Agreement	You will be sent a copy of the Fair Work Agreement and Australia Post will conduct workplace briefings. You can also contact the Fair Work Agreement hotline on 1800 106 245, or email FWA@auspost.com.au if you have any questions about the Agreement.
Employee ballot	You will be asked to approve the agreement by voting for it. The Australian Electoral Commission will conduct the ballot. In order to make a valid agreement, a majority of those voting must approve the agreement.
Lodgement with Fair Work Australia	Australia Post will apply to Fair Work Australia to approve the Agreement. Fair Work Australia must be satisfied that the agreement passes the "better off overall test" when compared against the Awards and that employees genuinely agreed to the Agreement.
Commencement of the Agreement	The Australia Post Fair Work Agreement will come into effect seven days after Fair Work Australia approves it.

The Australian Electoral Commission will send your ballot to your postal address. The ballot will officially open on 22 September 2010 and close on 6 October 2010.

Work Trials

As part of the negotiations for the Agreement, Australia Post has made the following commitment to the unions and Australia Post staff, regarding work trials:

Work Trials in Postal Services

During discussions with the CEPU about the national trial arrangements proposed for Separate Bundle Delivery in Postal Services, we agreed to set out generic procedures that would govern the conduct of trials in Postal Services where we were determining whether to proceed with a particular change in work processes.

Accordingly, as part of this commitment we confirm the procedures will apply where we propose to trial new work arrangements in order to decide whether that process is viable.

When Australia Post proposes to conduct a trial, the following will occur:

- 1 Australia Post will consult at the appropriate level with the Relevant Principal Union prior to the trial commencing.*
- 2 Australia Post will clearly outline the objective/s of the trial.*
- 3 Australia Post will arrange facility briefing/s of affected employees (Briefing/s will be undertaken jointly with the Relevant Principal Union where required).*
- 4 Australia Post will communicate the duration of the trial to all affected employees at relevant facilities.*
- 5 At the conclusion of the trial period, work arrangements will revert back to the original process unless the parties otherwise agree.*
- 6 Where there is a need to extend a trial period, Australia Post will consult with the Relevant Principal Union about the extension period and about work arrangements during the extended trial period prior to any trial extension commencing.*
- 7 Australia Post will conduct an evaluation of the trial.*
- 8 Australia Post will communicate the results of the evaluation to the Relevant Principal Union and discuss the evaluation outcomes with employees involved in the trial.*
- 9 Where Australia Post concludes that a trial has been successful and warrants a permanent change in work arrangements, Australia Post will consult with the Relevant Principal Union and affected employees about the permanent implementation of proposed work arrangements.*

