



AUSTRALIA  
**POST**

# Australia Post **Enterprise Agreement 2013**

Your guide to the Agreement

# To provide you with certainty and protect your existing entitlements, the important terms and conditions of the Australia Post Fair Work Agreement 2010 (the current Agreement) have been rolled over and your existing benefits will be maintained under the proposed Australia Post Enterprise Agreement 2013 (the new Agreement). This brochure explains what's new and the key terms and conditions that will continue under the new Agreement.

The Australia Post Enterprise Agreement 2013 is a rollover agreement. This means that the terms and conditions contained in the current Agreement will generally continue under the new Agreement. There are a few changes under the new Agreement, such as wages, and these are clearly explained in this brochure.

Our current Fair Work Agreement was the result of an intensive negotiation process with our relevant Unions. It's a thorough and comprehensive document that contains the terms and conditions of employment for our Award employees. We know that our people value these terms and conditions, because 73 per cent of employees voted "yes" for the Agreement when it went to a vote in October 2010.

Rolling over our current Agreement with minimal change will protect the terms and conditions that are important to you, like leave entitlements, workplace flexibility, penalty rates and overtime. It will also give us the operational stability we need to invest in and grow our business, safeguard jobs and to continue to provide a high-quality service to our customers.

We heard you when you said that safety, respect and recognition in the workplace are important to your welfare and wellbeing. We will immediately commence work with our managers, employees and your representatives to deliver new initiatives in our workplaces.

The purpose of this brochure is to provide you with a summary of the Australia Post Enterprise Agreement 2013.

To access a copy of the full Agreement, reference materials and this summary guide in Vietnamese, Tagalog and Chinese – traditional:



visit [auspost.com.au/ea2013](http://auspost.com.au/ea2013)



call the hotline on 1800 106 245  
(interpreter service available)



email [ea2013@auspost.com.au](mailto:ea2013@auspost.com.au)



speak to your Manager

## There are some key benefits to employees under the Australia Post Enterprise Agreement 2013:



All of the entitlements and conditions in the current Agreement will continue under the new Agreement, including shift penalties, job security and the RRR Agreement.



The new Agreement will deliver a guaranteed pay rise of 10.5 per cent which is permanently in your pay rate by 2016. That's a pay rise which is double the last Agreement.



We'll bring forward payment of your pay rise so you can access the money earlier. This year you'll receive the 0.5 per cent guaranteed pay rise in August with a further 1 per cent guaranteed pay rise in December. For 2014, 2015 and 2016 you'll receive 0.5 per cent each August and 2.5 per cent every December giving you a total of three per cent each year, all guaranteed.



Australia Post will pay an up-front, "back-to-back agreement" cash bonus - \$500 for full-time staff and \$250 for part-time staff - as a reward and recognition for your achievement if we have a majority of staff supporting the new Agreement. This is worth around one per cent extra on top of the pay rise for an average award employee and will be paid in the first pay period in August.



All of the pay rises in the new Agreement are guaranteed and the maximum amount of the 10.5 per cent pay rise will flow into superannuation.



Productivity and customer service improvements have always been a hallmark of Australia Post Enterprise Agreements and we will continue the tradition of working together to improve our performance for our customers in both the traditional letters business and in our growing parcels business. We will work constructively and positively to identify business and workplace improvement programs to deliver on our customer service commitments and maximise our commercial return.



Most critically, the proposed new Agreement is a deal that we can afford while delivering a reward to our staff. It gives us certainty and stability as we head into difficult times and enables us to invest in the future of our company and our staff with confidence.

# What's changed?

The new Agreement will be known as the Australia Post Enterprise Agreement 2013 and will have a nominal expiry date of 31 Dec 2016. The new Agreement features four key changes: pay, a new clause to protect your entitlements, a new Workplace Productivity clause and some legislative and reference updates.

## 1

### Pay

Australia Post will pay an upfront "back-to-back Agreement" cash bonus in August 2013 to reward and recognise employees for their achievement, provided that the majority of staff vote "yes" for the new Agreement. This bonus will be \$500 for full-time employees and \$250 for part-time employees.

Under the new Agreement, award employees will also receive **guaranteed pay increases of 10.5 per cent** over the life of the Agreement:

- 1.5 per cent will be paid in 2013 (0.5 per cent in August and 1 per cent in December)
- 3 per cent will be paid in 2014, 2015 and 2016 (0.5 per cent in August and 2.5 per cent in December).

**There are no conditions to these pay increases – they are guaranteed – and will all flow into your superannuation.**

We've listened to your feedback and brought forward part of the pay rise, so you'll receive an increase to your salary in August and December each year.

#### Guaranteed pay rise total to December 2016 = 10.5%

	2013 (current Agreement)	2014	2015	2016
<b>August</b>	0.5%	0.5%	0.5%	0.5%
<b>Base December</b>	1.0%	2.5%	2.5%	2.5%
<b>Pay rise total</b>	<b>1.5%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>

## 2

### Protecting your entitlements

The new Agreement contains a new clause (clause 2.3) which guarantees that your employment terms and conditions will not fall below the minimum guaranteed standards set out in the National Employment Standards in the Fair Work Act. This means that you will always receive terms and conditions that are at least equal to, if not better than, the minimum legal standards.

## 3

### Workplace Productivity clause

The new Agreement has a new commitment to work together to support workplace change in clause 45.

## 4

- **Legislative changes:** Up to date references to the Fair Work Commission, the Work Health and Safety Act and the Supported Wages System are now included.
- **Reference to Unions and related matters:** The term "Principal Unions" has been updated to refer to "Unions", recognising that under the Fair Work Act all unions are on an equal footing. Other changes that flow from the removal of Principal Unions are the removal of the reference to payroll Deduction of Union Dues, the timeframe to start re-negotiating a new agreement and the reference to this in the Dispute Resolution Clause.

- **Removing outdated obligations:** We have removed the obligation to commence negotiating a new OH&S Agreement, as we have already complied with this clause and we are close to finalising a new OH&S Agreement with the Unions which will be completed outside the new Agreement. The reference to this OH&S Agreement has also been removed from the Dispute Resolution clause. We remain committed to working with you to ensure our workplaces are safe.

# What's the same?

Outside of the four key changes, the rest of the new Agreement includes the same terms and conditions that are provided under the current Agreement.

## Leave entitlements

Your leave entitlements stay the same. Each year, you will be entitled to:

- ✓ 4 weeks annual leave, with seven-day shift workers entitled to an extra week's leave plus leave loading (clause 20)
- ✓ 15 days paid personal leave (clause 21)
- ✓ Up to 3 days paid compassionate leave for each occasion (clause 22)
- ✓ Maternity, paternity and adoption leave (clause 23)
- ✓ Study/examination leave (clause 25)
- ✓ Witness and jury leave (clauses 26 and 27)
- ✓ Public holidays (clause 29).

Your eligibility for this leave will still depend on whether you are engaged on a full-time, part-time, casual or fixed-term basis.

## Penalty rates and overtime

Your penalty rates and overtime rates stay the same (clauses 16, 17 and 19).

A 15 per cent penalty rate still applies to ordinary and shift work, any part of which falls between 6pm and 6.30am. A 30 per cent penalty rate applies to full-time employees working a regular shift between 6pm and 8am. Penalties for working shifts on a Saturday, Sunday and Public Holiday still apply.

Overtime rates stay the same:

- Monday to Friday – 150 per cent for the first 3 hours and 200 per cent thereafter
- On Public Holidays – 250 per cent
- On Sundays – 200 per cent
- On Saturdays – 150 per cent for non-shift workers for the first 3 hours and 200 per cent thereafter and 200 per cent for shift workers.

## Job security

The new Agreement contains the same commitments to job security (clause 34), including maximising opportunities for full-time employment at Australia Post (clause 7.4).

We will continue to consult with you and your Unions about significant changes we plan to make to the workplace (clause 33).

The Australia Post Redundancy/Redeployment/Retraining (RRR) Agreement remains the same and still forms Attachment K to the Agreement.

## Allowances

All of your current allowances stay the same. Depending on the work you do, you will still be eligible to receive the following allowances:

- Dirty Cleaning Work Allowance (clause 14.1)
- Divide Allowance (clause 14.2)
- Excess Fares Allowance (clause 14.3)
- First Aid Allowance (clause 14.4)
- Gladstone Locality Allowance (clause 14.5)
- Headquarters Relocation Allowance (clause 14.6)
- Higher Duties Allowance (clause 14.7)
- Industry Allowance (clause 14.8)
- Custody of Stock Allowance (clause 14.9.1)
- District Allowance (clause 14.9.2)
- Overtime Meal Allowance (clause 14.10)
- Postal Delivery Functional Allowance (clause 14.11)
- Private Motor Vehicle Allowance (clause 14.12)
- Qualifications Allowance (clause 14.13)
- Shoe Allowance for Retail Employees (clause 14.14)
- Special Rates for Technical Employees (clause 14.15)
- Study Assistance Allowance (clause 14.16)
- Team Skills Loading (clause 14.17)
- Temporary Accommodation Allowance (clause 14.18)
- Tools and Protective Clothing Allowance (clause 14.19)
- Tonnage Allowance (clause 14.20)
- Transfer Costs and Travelling Allowance (clauses 14.21 and 14.22).

## Workplace flexibility

You still have the same entitlement to request flexible working arrangements (clause 24).

## Anti-discrimination

Australia Post remains committed to providing you with a workplace free of discrimination (clause 4).

## Workplace commitments

Australia Post maintains its commitment to providing safe workplaces. We will also continue our discussions with the Principal Unions about a Retail Services Transformation Agreement (clause 40).

Your rights to appeal to the Board of Reference against a decision to transfer, dismiss or reduce an increment remain the same (clause 36.8). Workplace disputes can still be escalated to the Fair Work Commission for conciliation and, following this, can be mediated and then arbitrated (clause 42).

# Frequently asked questions

## **Who will be covered by the Australia Post Enterprise Agreement 2013?**

The new Agreement will cover Australia Post employees in the classifications contained in Attachment A of the new Agreement.

## **Where can I find a full copy of the new Agreement?**

A full copy of the Australia Post Enterprise Agreement 2013, including all reference materials, can be downloaded at [auspost.com.au/ea2013](http://auspost.com.au/ea2013). You can also request a copy through the EA2013 hotline on 1800 106 245 or email [ea2013@auspost.com.au](mailto:ea2013@auspost.com.au), or from your Manager.

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

Documents referred to in the new Agreement can be accessed online at [auspost.com.au/ea2013](http://auspost.com.au/ea2013). You can also request copies through the EA2013 hotline on 1800 106 245 or email [ea2013@auspost.com.au](mailto:ea2013@auspost.com.au), or from your Manager. The reference documents are:

- 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 review of their hours (clause 16.6)
- WorkReady Process (clause 21.13.3)
- National Attendance Guidelines (clause 21.14) and
- Retail Post Conversion Policy (clause 40.2.3).

The Australia Post Human Resources Rates of Pay Manual is located in every Australia Post workplace, so ask your Manager if you'd like to see the manual.

## **English is my second language. How can I be sure that I understand the new Agreement and how it will affect me?**

An interpreter service is available for culturally and linguistically diverse employees. To access the service call the EA2013 hotline on 1800 106 245. This summary guide is also available online in Vietnamese, Tagalog and Chinese – traditional.

## **Why is the new Agreement so long?**

**The new Agreement retains the content and benefits of our Awards including:**

- Our commitment to Anti-Discrimination (clause 4)
- Facilitative Provisions (clause 6)
- Hours of Duty (clause 16); Overtime (clause 17)
- Excess Travel Time (clause 18)
- Shift Work (clause 19)
- Public Holidays (clause 29).

**The new Agreement also preserves the:**

- Redundancy/Redeployment/Retraining (RRR) Agreement (Attachment K)
- Interstate Linehaul Agreement (Attachment D)
- Sprintpak Division Agreement (Attachment I)
- Home Based Work Agreement (Attachment J).

## **What is the voting process?**

The Australian Electoral Commission (AEC) independently manages the ballot. The AEC will send a ballot paper to your mailing address, which will include instructions on how to vote and a Reply Paid envelope so you can return your vote to them.

## **Do I have to vote?**

No, voting is not compulsory. However, the new Agreement will cover the terms and conditions of your employment, so it's important that you vote and have your say on the new Agreement.

## **When is the new Agreement approved?**

The new Agreement is approved if the majority of employees who vote in the ballot vote "yes" (50 per cent + 1 vote = "yes").

# Next steps

# 1

## Employees consider the Agreement

Employees will have at least 7 days to review the proposed new Agreement from the time the formal access period begins.

If you have any questions about the new Agreement during this period contact the EA2013 hotline in 1800 106 245 (interpreter service available) or email [ea2013@auspost.com.au](mailto:ea2013@auspost.com.au).

# 2

## Employees vote

Employees will be asked to approve the new Agreement by voting for it.

The Australian Electoral Commission (AEC) will independently manage the voting process.

The AEC will mail a ballot form to your mailing address. You will have 14 days to vote. The postal ballot will be conducted from 20 June - 3 July 2013.

The majority of employees who vote must vote "yes" for the new Agreement for it to be approved. That means 50% + 1 vote = yes.

# 3

## Implementation

If the new Agreement is approved by the majority of employees, it is then sent to the Fair Work Commission for approval.

The new Agreement will come into effect 7 days after the Commission approves it (or as otherwise specified).

# Questions and full information

If you have any questions regarding the Australia Post Enterprise Agreement 2013, or if you'd like to access a copy of the full Agreement, reference materials or this summary guide in Vietnamese, Tagalog and Chinese – traditional.



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