AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

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Industrial Relations Act 1988 s.170MA application for certification of agreement

Australian Postal Corporation

and

Community and Public Sector Union

(C Nos. 35852 of 1989, 35893 of 1989 and 35896 of 1989)

and

Association of Professional Engineers, Scientists and Managers of Australia (C No. 32013 of 1988)

AGREEMENT

1 - TITLE

This agreement shall be known as the Australia Post Administrative Officers Level 6 Salary and Employment Conditions Agreement.

2 - DEFINITIONS

"Australia Post" means the Australian Postal Corporation

"Staff Organisations" means the: Community and Public Sector Union and Association of Professional Engineers, Scientists and Managers of Australia;

3 - PARTIES BOUND

This agreement is binding upon:

- (a) Australia Post; and
- (b) the Staff Organisations detailed in Clause 2, their officers and members or persons eligible to be members.

4 - DURATION OF AGREEMENT

This Agreement will come into force on of two years.

and shall remain in force for a period

5 - SALARY ADJUSTMENT

Administrative Officers Level 6 - Non Shift Workers

(a) Administrative Officers Level 6 who nominally occupy a position that does <u>not</u> require regular shift work shall have their base salary increased by \$3650 per annum as follows:

	Current Salary (as at 2 May 1996)	Adjusted Salary
Administrative	\$48,977	\$52,627
Officer Level 6	\$50,678	\$54,328

Administrative Officers Level 6 - Shift Workers

(b) Administrative Officers Level 6 who nominally occupy a position that requires regular shift work shall have their base salary increased by \$3000 per annum as follows:

	Current Salary (as at 2 May 1996)	Adjusted Salary
Administrative	\$48,977	\$51,977
Officer Level 6	\$50,678	\$53,678

Staff Transferring From Non-Shift To Shift Positions

- (c) Where an Administrative Officer Level 6, who is subject to the salary adjustment prescribed under Clause 5 (a), transfers temporarily to a position requiring the regular performance of shiftwork eligibility for any additional entitlement to Recreation Leave Loading shall be determined by agreement between the parties.
- (d) Where an Administrative Officer Level 6, who is subject to the salary adjustment prescribed under Clause 5 (a), transfers permanently to a position requiring the regular performance of shiftwork their base salary shall be reduced by \$650 per annum and they shall become subject to Clause 42 of the Australia Post General Conditions of Employment (Interim) Award 1995.

Staff Transferring From Shift To Non-Shift Positions

- (e) Where an Administrative Officer Level 6, who is subject to the salary adjustment prescribed under Clause 5 (b), transfers temporarily to a position that does not require the regular performance of shiftwork eligibility for Recreation Leave Loading shall be determined in accordance with Clause 42 of the Australia Post General Conditions of Employment (Interim) Award 1995.
- (f) Where an Administrative Officer Level 6, who is subject to the salary adjustment prescribed under Clause 5 (b), transfers permanently to a position that does not require the regular performance of shiftwork their base salary shall be adjusted by an additional amount of \$650 per annum and they shall cease to be entitled to Recreation Leave Loading in accordance with Clause 7 (b) (ie. Clause 42 of the Australia Post General Conditions of Employment (Interim) Award 1995 will no longer apply).

6 - PERFORMANCE PAY

Administrative Officers Level 6 shall be eligible for performance pay in a manner determined by the parties.

7 - EMPLOYMENT CONDITIONS

Administrative Officers Level 6

- (a) In recognition of the salary adjustment referred to in Clause 5 and the eligibility for performance pay referred to in Clause 6 the following employment conditions will no longer apply to Administrative Officers Level 6:
 - Australia Post General Conditions of Employment (Interim) Award 1995
 - Clause 62: Travelling Allowance
 - Clause 58: Higher Duties Allowance
 - Australia Post Administrative/Professional (Interim) Award 1995
 - Clause 11(d): Flex-Time
 - Eligibility for the corporate bonus contained in the Australia Post Enterprise Agreement 1996-98 and any subsequent Enterprise Agreements
 - Access to Clause 5 (Grievances) of the Australia Post Principal Determination in respect of performance assessment associated with the application of the Performance Management Agreement (or any subsequent such process), Performance Pay (Clause 6), or Salary Sacrifice (Clause 8)

Administrative Officers Level 6 - Non Shift Workers

(b) In addition to the non-application of all of the foregoing employment conditions
Administrative Officers Level 6 who occupy positions that do not require regular shift
work will also cease to be covered by Clause 42 of the Australia Post General
Conditions of Employment (Interim) Award 1995 titled Recreation Leave Loading.

8 - SALARY SACRIFICE

Employees covered by this Agreement may elect to take an amount of up to 25% of base salary in the form of other benefits approved by Australia Post and on such terms and conditions as determined by Australia Post.

9 - DISPUTE SETTLEMENT PERFORMANCE PAY (CLAUSE 6) AND SALARY SACRIFICE (CLAUSE 8)

In the event of any dispute arising from a decision made by Australia Post in relation to Performance Pay or Salary Sacrifice the matter shall be raised in the first instance, by the individual or their Staff Organisation with the Group Manager, Human Resources (for Headquarters staff) or the relevant General Manager (for State based staff). If a disputed matter cannot be resolved at this level it may be referred to the Managing Director for resolution.

10 - DISPUTE SETTLEMENT - OTHER MATTERS

In the event of any dispute arising in relation to the application of this Agreement (with the exception of Clauses 6 and 8) the matter shall be raised, in the first instance, by the individual or their Staff Organisation with the Group Manager, Human Resources (for Headquarters staff) or the relevant General Manager (for State based staff). If a disputed matter cannot be resolved at this level it may be referred to the Managing Director, and if not then resolved, the matter may be referred to the Australian Industrial Relations Commission for conciliation and the parties agree to abide by any recommendation made by the Commission relating to the settlement of any such dispute.

DATE: 19 June 1996

D.H. Barker for and on behalf of the AUSTRALIAN POSTAL CORPORATION

J. Spicer

for and on behalf of the COMMUNITY AND PUBLIC SECTOR UNION acting on behalf of the single bargaining unit