

AG838947 PR956068

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ - Agreement with organisations of employees (Division 2)

Australian Postal Corporation t/a Australia Post

and

**Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and
Allied Services Union of Australia
(AG2005/3094)**

**POST LOGISTICS THIRD PARTY WAREHOUSING/FULFILMENT BUSINESS
ENTERPRISE AGREEMENT 2004-2006**

Postal services

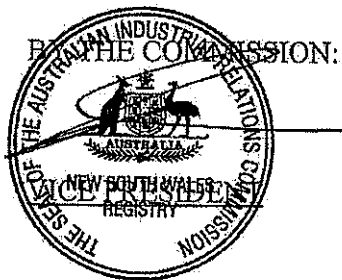
VICE PRESIDENT LAWLER

MELBOURNE, 25 FEBRUARY 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 25 February 2005 and shall remain in force until 31 December 2006.



Printed by authority of the Commonwealth Government Printer

<Price code 53>

3094

 **POST logistics**



Australian Postal Corporation

and

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

**POST LOGISTICS THIRD PARTY
WAREHOUSING/FULFILMENT
BUSINESS ENTERPRISE AGREEMENT 2004-2006**

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement is called the Post Logistics Third Party Warehousing/Fulfilment Business Enterprise Agreement 2004 - 2006.

2. ARRANGEMENT

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. Agreement Title
2. Arrangement
3. Definitions
 - 3.1 Commission
 - 3.2 Employer
 - 3.3 Union
 - 3.4 Continuous Service
4. Duration and Scope
 - 4.1 Duration
 - 4.2 Agreement Not to be Used as a Precedent
 - 4.3 Australian Workplace Agreements
5. Anti-Discrimination
6. Shared Values and Objectives
 - 6.1 Objectives of Agreement
 - 6.2 Business Success Factors
 - 6.3 Quality
7. Parties Bound and Application
 - 7.1 Parties Bound
 - 7.2 Application
8. Relationship to Other Industrial Instruments and Legislation
9. Availability of Agreement

PART 2 - FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

10. Code of Behaviour
11. Occupational Health and Safety
12. Workplace Flexibility
 - 12.1 Facilitative Provisions
13. Consultative Mechanism and Procedures
14. Dispute Settlement
 - 14.1 Resolution of Disagreements
 - 14.2 Dispute Settlement Procedure
 - 14.3 Redundancy Disputes Procedure
 - 14.4 Training
15. No Protected Industrial Action

PART 3 – CONTRACT OF EMPLOYMENT

16. Categories of Employees
 - 16.1 Terms of Engagement
 - 16.2 Period of Probation
 - 16.3 Permanent Employment
 - 16.4 Part-Time Employment
 - 16.5 Adjustment of Part-Time Hours
 - 16.6 Fixed Term Employment
 - 16.7 Casual Employment
 - 16.8 Casual Review Process
 - 16.9 Agency/Labour Hire Staff
 - 16.10 Employment Arrangements – Monitoring, Review and Consultation
 - 16.10.1 Provision of Information
 - 16.10.2 Review of Employment Arrangements
 - 16.10.3 Consultation on Employment Arrangements

16.10.4 Educational and Briefing Material

- 17. Termination of Employment
 - 17.1 Notice of Termination by Employer
 - 17.2 Notice of Termination by an Employee
 - 17.3 Job Search Entitlement
 - 17.4 Transmission of Business
 - 17.5 Reasons for Termination
 - 17.6 Termination of Employees on Probation
 - 17.7 Review Of Termination Of Employment
- 18. Redundancy
 - 18.1 Definitions
 - 18.2 Transfer to Lower Paid Duties
 - 18.3 Severance Pay
 - 18.4 Employee Leaving During Notice Period
 - 18.5 Alternative Employment
 - 18.6 Job Search Entitlement
 - 18.7 Transmission of Business
 - 18.8 Employees Exempted
 - 18.9 Incapacity to Pay

PART 4 - HOURS OF WORK, SHIFT WORK AND OVERTIME

- 19. Hours of Work - Day Workers
- 20. Shift Work
 - 20.1 Definition
 - 20.2 Ordinary Hours
 - 20.3 Shift Penalties
 - 20.4 Public Holiday Shift
 - 20.5 Payment During Annual Leave
 - 20.6 Payments Stand Alone
 - 20.7 Exchange of Shifts
 - 20.8 Interval Between Shifts
 - 20.9 Day Off Instead of Public Holiday
 - 20.10 Roster Changes
- 21. Time Off
- 22. Meal and Tea Break
 - 22.1 Meal Break
 - 22.2 Tea Break
- 23. Overtime
 - 23.1 Reasonable Overtime
 - 23.2 Definition
 - 23.3 Rate of Pay - Day Workers
 - 23.4 Rate of Pay - Shift Workers
 - 23.5 Part-Time Employees
 - 23.6 Rest Period After Overtime
 - 23.7 Time Off in Lieu of Overtime

PART 5 - SALARY AND ALLOWANCES

- 24. Job Classifications and Salaries
 - 24.1 Job Classifications and Salaries
 - 24.2 Review of Classification Structure
 - 24.3 Junior Rates
- 25. Employee Duties
- 26. Payment of Salaries
- 27. National Training Wage
- 28. Allowances
 - 28.1 First Aid Allowance
 - 28.2 Mixed Functions
 - 28.3 Overtime Meal Allowance
 - 28.4 Private Motor Vehicle Allowance

PART 6 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

- 29. Annual Leave
 - 29.1 Entitlement
 - 29.2 Timing of Annual Leave
 - 29.3 Annual Leave Exclusive of Public Holidays
 - 29.4 Payment on Termination
- 30. Annual Leave - Seven Day Shift Workers
 - 30.1 Additional Annual Leave
 - 30.2 Pro Rata Entitlement
- 31. Annual Leave Loading
 - 31.1 Amount
 - 31.2 Payment on Termination
- 32. Leave as Directed
- 33. Public Holidays
 - 33.1 Designated Holidays
 - 33.2 Substitute Holidays
 - 33.3 Payment for Work on Substituted Day
 - 33.4 Local Holidays
 - 33.5 Substitution of Public Holidays by Agreement
 - 33.6 Public Holiday Duty
- 34. Personal Leave
 - 34.1 Eligibility
 - 34.2 Entitlement
 - 34.3 Accrual
 - 34.4 Leave for Personal Injury or Illness
 - 34.4.1 Eligibility
 - 34.4.2 Sick Leave Without Certificate
 - 34.4.3 Illness on Public Holiday
 - 34.4.4 Illness During Annual Leave
 - 34.4.5 Failure to Produce Satisfactory Evidence
 - 34.4.6 Requirement to Provide Medical Report or Attend a Medical Examination
 - 34.4.7 Timing of Medical Report
 - 34.4.8 Direction to take Sick Leave
 - 34.5 Carer's Leave
 - 34.5.1 Eligibility
 - 34.5.2 Definition of Immediate Family
 - 34.5.3 Entitlement
 - 34.5.4 Leave Credit
 - 34.5.5 Unpaid Leave
 - 34.5.6 Prior Notice
 - 34.6 Bereavement Leave
 - 34.7 Family Provisions Test Case
- 35. Parental Leave
 - 35.1 Provisions
 - 35.2 Definitions
 - 35.3 Re-engagement of Casual Employee
 - 35.4 Maternity Leave
 - 35.5 Paternity Leave
 - 35.5.1 Nature of Leave
 - 35.5.2 Eligibility for Paternity Leave
 - 35.5.3 Certification
 - 35.5.4 Notice Requirements
 - 35.5.5 Variation of Period of Paternity Leave
 - 35.5.6 Cancellation of Paternity Leave
 - 35.5.7 Paternity Leave and Other Leave Entitlements
 - 35.5.8 Effects of Paternity Leave on Employment
 - 35.5.9 Termination of Employment
 - 35.5.10 Return to Work after Paternity Leave

- 35.5.11 Replacement Employee
- 35.6 Adoption Leave
 - 35.6.1 Nature of Leave
 - 35.6.2 Eligibility
 - 35.6.3 Certification
 - 35.6.4 Notice Requirements
 - 35.6.5 Variation of Period of Adoption Leave
 - 35.6.6 Cancellation of Adoption Leave
 - 35.6.7 Special Leave
 - 35.6.8 Adoption Leave and Other Entitlements
 - 35.6.9 Effect of Adoption Leave on Employment
 - 35.6.10 Termination of Employment
 - 35.6.11 Return to Work after Adoption Leave
 - 35.6.12 Replacement Employees
- 35.7 Part-Time Work
 - 35.7.1 Definitions
 - 35.7.2 Entitlement
 - 35.7.3 Return to Former Position
 - 35.7.4 Effect of Part-Time Employment on Continuous Service
 - 35.7.5 Pro Rata Entitlements
 - 35.7.6 Transitional Arrangements - Annual Leave
 - 35.7.7 Transitional Arrangements - Sick Leave
 - 35.7.8 Part-time Work Agreement
 - 35.7.9 Termination of Employment
 - 35.7.10 Extension of Hours of Work
 - 35.7.11 Nature of Part-Time Work
 - 35.7.12 Inconsistent Agreement Provisions
 - 35.7.13 Replacement Employees
- 35.8 Annual/Long Service Leave for Parental Leave
- 36. Leave to Attend as Witness in Industrial Proceedings
 - 36.1 Eligibility and Entitlement
 - 36.2 Period of Service
- 37. Jury Service
 - 37.1 Leave Granted
 - 37.2 Jury Fees

PART 7 - EMPLOYEE DEVELOPMENT

- 38. Industry Skills Development

SCHEDULES

- Schedule A - Job Classifications
- Schedule B – Salary Rates
- Schedule C - Allowances

3. DEFINITIONS

For the purpose of this Agreement:

3.1 Commission means the Australian Industrial Relations Commission;

3.2 Employer means the Australian Postal Corporation;

3.3 Union means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Communications Division) ("CEPU").

3.4 Continuous Service means:

- (a) In calculating continuous service, employment is deemed to be unbroken notwithstanding:
 - i. Any annual leave or long service leave taken, public holidays, paid bereavement leave, paid training leave and jury service leave;
 - ii. any interruption or termination of the employment by the employer if such interruption or termination is made with the intention of avoiding obligations in respect of annual leave or long service leave;
 - iii. any absence from work of not more than 14 days in the year of employment on account of sickness or accident.
- (b) Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purpose of this Agreement include:
 - i. any absence with reasonable cause, proof of which shall be upon the employee;
 - ii. any leave without pay taken with the agreement of the employer;
 - iii. parental leave.
- (c) Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter shall be deemed to be service with the transferee and taken into account when calculating annual leave. However an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

4. DURATION AND SCOPE

4.1 Duration

This Agreement will apply from (date of certification by the Commission) and will continue in force until 31st December 2006.

4.2 Agreement Not to be Used as a precedent

The parties undertake not to seek to apply the terms of this Agreement to core employment structures within Australia Post.

4.3 Australian Workplace Agreements

- (a) The employer may enter into an Australian Workplace Agreement (AWA) with any employee covered by this Agreement. However, no employee will be required to enter into an AWA, for his or her existing job, or for a job to which he or she is transferred or promoted, and will have the choice of either accepting or rejecting the AWA.

- (b) The AWA may operate to the exclusion of this Agreement or prevail over its terms to the extent of any inconsistency.
- (c) An employee who is party to an AWA will, on expiry of the AWA, have the choice of accepting or rejecting a subsequent AWA. (If the subsequent AWA is rejected the employee will be subject to award conditions.)

5. ANTI-DISCRIMINATION

Both the employer and the union:

- (a) respect and value the diversity of the workforce;
- (b) will, in accordance with the relevant anti-discrimination legislation and the employer's Harassment Policy, help to prevent and eliminate discrimination based on a person's disability, sex, race, colour, national or ethnic origin, pregnancy, breastfeeding, age, trade or profession, physical features, marital status, social origin, parental/family status, sexuality/sexual orientation (ie sexual preference), irrelevant medical or criminal record, caring responsibility, union/employer association activity, religion, political belief or personal association; and
- (c) will endeavour to ensure that neither the Agreement provisions nor their application are directly or indirectly discriminatory in their effect.

6. SHARED VALUES AND OBJECTIVES

6.1 Objectives of Agreement

The parties to this Agreement recognise that Post Logistics operates in a competitive market and that workplace flexibility is a critical success factor for the business. This Agreement provides a framework within which workplace flexibility can be pursued.

The objectives of this Agreement are to:

- (a) enhance the efficiency and business success of Post Logistics, and through this contribute to increased job security for all employees;
- (b) provide a high quality Third and Fourth Party Logistics service which fully meets customer requirements;
- (c) continue to develop and maintain productive, safe, co-operative and harmonious working relationships by promoting trust and continually striving to improve communications at all levels; and
- (d) develop a learning environment where all employees are willing and encouraged to develop their maximum potential, within the scope of their employment, and to continually update their skills and knowledge with regard to operational requirements, and the objectives of Post Logistics.

6.2 Business Success Factors

Post Logistics will retain existing customers and grow new business opportunities in our target markets by focusing on continuous improvement in the following:

- (a) order timeliness;
- (b) a high quality, value adding service capability;
- (c) pick accuracy;

- (d) stock accuracy;
- (e) integrity of inventory security;
- (f) careful handling of customer products;
- (g) labour productivity;
- (h) compliance with all relevant legislative requirements and service level obligations;
- (i) best practice safety and accident rates;
- (j) high levels of attendance;
- (k) eradication of facilities and equipment damage; and
- (l) strong customer satisfaction ratings.

6.3 Quality

- (a) Post Logistics will continue to foster a work environment which focuses on Quality Assurance where all employees are expected to accept responsibility for the quality of their own work;
- (b) Employees will participate in the quality management process. Further, employees will directly enhance the quality assurance process by, but not limited to, the following:
 - i. inspection of incoming and outgoing goods to ensure that no damaged goods are received or despatched;
 - ii. stock rotation;
 - iii. clear identification of goods to ensure storage and despatch accuracy;
 - iv. assistance in the assessment of the accuracy of work;
 - v. assistance in the preparation of non-conformance reports relating to service failures; and
 - vi. recommendations concerning simplifications and improvements to processes.

7. PARTIES BOUND AND APPLICATION

7.1 Parties Bound

This Agreement is binding upon:

- (a) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Communications Division) ("CEPU"), its officers and members; and
- (b) Australian Postal Corporation.

7.2 Application

This Agreement applies to employees who are employed in classifications covered by this Agreement and are employed at work sites conducted by the employer's Post Logistics Division, which sites are exclusively engaged in third and/or fourth party warehousing/fulfilment operations. However, it does not apply to such employees who have entered into an Australian Workplace Agreement.

8. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS AND LEGISLATION

Subject to clause 7.2, this Agreement:

- (a) is a comprehensive Agreement and replaces all other awards, the Principal Determination, orders of the Commission or industrial agreements that would otherwise apply to the employer. However, it does not override Commonwealth (and/or relevant State) laws relating to Long Service Leave, Maternity Leave, Occupational Health and Safety, Workers Compensation and Superannuation; and
- (b) overrides the operation of the Post Logistics Third Party Warehousing/Fulfilment Business Award 2001 ("the Award") to the extent of any inconsistency, and the parties expressly recognise the terms of clause 8.2 of the Award.

9. AVAILABILITY OF AGREEMENT

The employer will provide all employees covered by this Agreement with a copy of this Agreement and any variations to it. It will also place an up to date copy of the employer's Human Resources Policy manual applicable to the employees covered by this Agreement in a prominent place where it is easily accessible to employees.

PART 2 - FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

10. CODE OF BEHAVIOUR

Post Logistics will produce a Code of Behaviour document within three months of certification of this Agreement. All employees will be required to adhere to this Code of Behaviour.

11. OCCUPATIONAL HEALTH AND SAFETY

The parties are committed to achieving and maintaining healthy and safe working conditions in all Post Logistics workplaces by abiding by all relevant occupational health and safety legislation. Consistent with this commitment the parties agree to work together to:

- (a) eliminate and/or control workplace hazards at the source;
- (b) establish processes which ensure optimal performance is achieved in protecting all people in Post Logistics workplaces;
- (c) identify and resolve potential health and safety problems arising from any proposed changes to equipment, substances or work practices which may affect employees' health and safety; and
- (d) Health and Safety Representatives will be provided with paid leave to attend OHS training as specified in the Occupational Health and Safety (Commonwealth Employment) Act 1991.

12. WORKPLACE FLEXIBILITY

12.1 Facilitative Provisions

- (a) A facilitative provision provides for a standard approach in the Agreement to be departed from by agreement between the employer and either an individual employee or the majority of employees in the workplace.

(b) Facilitative provisions are contained in the following clauses of this Agreement:

Subject Matter	Clause
Part-time employees	16.4.2
Casual employees	16.7.1(b)i and ii
Span of ordinary hours	19 (c)
Public holiday shift	20.4
Roster changes	20.10
Time off	21
Meal break	22.1
Substitution of public holidays	33.5
Part-time work agreement	35.7

- (c) Facilitative provisions are not to be used as a device to avoid award obligations, nor should they result in unfairness to an employee or employees covered by this Agreement. Employees are not to be coerced to reach agreement on facilitative provisions.
- (d) The agreement reached with either an individual employee or the majority of employees in the workplace or part of it must be recorded in the time and wages records kept by the employer in accordance with Division I of Part 9A of the *Workplace Relations Regulations*.
- (e) In the case of facilitation by individual agreement, an employee may be accompanied by a person of his or her choice when conferring with the employer about the proposed implementation of the facilitative provisions. That person may be a union representative and must be given a reasonable opportunity to participate in the negotiations.
- (f) In the case of facilitation by majority agreement involving one or more of its members, the union will be informed of the intention to use the facilitative provision and must be given the opportunity to participate in the negotiations.
- (g) Union involvement does not mean the union's consent is required prior to the introduction of agreed facilitative arrangements.
- (h) Where relevant circumstances change, any party to the agreement can review the arrangements established under these facilitative provisions, and can, subject to an appropriate period of notice, withdraw agreement.
- (i) In the event that a dispute or concern arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with clause 14 - DISPUTE SETTLEMENT.

13. CONSULTATIVE MECHANISM AND PROCEDURES

13.1 The parties agree that consultation is important in maintaining positive working relationships between Post Logistics, its employees and the union. Post Logistics acknowledges that consultation prior to any significant change and on the consequences of that change is critical to maintaining positive workplace relationships and positive business outcomes. However, the parties also acknowledge that the consultative processes need to have regard to the competitive business environment that Post Logistics operates within and the associated need that may exist for time limited business decision making;

13.2 Post Logistics and the union recognise the principles of consultation stated in Commissioner Smith's decision in *CEPU v Vodafone Network Pty Ltd [Print 911257]* reflect its intention with respect to consultation.

13.3 The parties agree:

- (a) the focus of consultation will be on the impact of Post Logistics' decisions on its employees;

- (b) that "significant change" relates to impacts on employees at a facility, or organisational part of a facility, state or national level;
- (c) that agreements negotiated at the national level are not to be renegotiated at the state or local level;
- (d) to maintain positive two-way relationships with unions and employees at a state and national level including a focus on effective workplace resolution of, and consultation on, relevant issues;
- (e) to develop guidelines on consultation structures and practices in Post Logistics to supplement this clause. The guidelines will be developed within three months of the date of certification.

13.4 Post Logistics will prior to making any significant change for reasons including economic, technological, structural reasons or similar nature, commit to the following actions:

- (a) as soon as practicable after deciding and before making changes, which significantly affect employees, inform the union which represents the industrial interests of such employees about the details of the proposed changes. The information provided to the relevant union will include the nature of and reasons for the proposed change; the number and categories of employees likely to be affected and the time when, or the period over which, the employer intended to carry out the proposed change;
- (b) as soon as practicable after deciding and before changing an employee's employment subject to the decision, Post Logistics will give the union an opportunity to consult on measures to avert and/or mitigate the effects on employees including adverse effects on job security, reduction in income, change of working hours for individuals, change of worksite, change to skill requirements, adverse impacts on equal employment opportunity or occupational health and safety.

13.5 Post Logistics acknowledges that under sections 285B and 285C on the *Workplace Relations Act 1996* unions have rights in respect of entry to Post Logistics workplaces. In particular circumstances, including in relation to the effects on staff in respect of major changes, Post Logistics and the relevant union may agree on workplace access arrangements involving union officials which assist the consultative process. In addition, to assist consultation and dispute resolution the parties agree to comply with the existing guidelines for workplace representation.

14. DISPUTE SETTLEMENT

14.1 Resolution of Disagreements

The parties agree they have a mutual responsibility to work co-operatively to resolve disagreements over workplace matters, as far as is practicable, at the workplace level.

In order to promote speedy, effective and informal resolution of problems, it is agreed that the employee with a grievance will first discuss the matter with the immediate supervisor and every effort should be made to resolve it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as possible, but within a reasonable period of time.

It is recognised that not all problems will be resolved in this manner, therefore the following formal procedure for the resolution of problems is agreed:

In relation to the application of the Agreement, or any other industrial dispute arising during the life of the Agreement, the parties commit themselves to:

- (a) promptly addressing disagreements within the procedures set out below;

- (b) discussing those disagreements in an open and honest way;
- (c) seeking to resolve those disagreements wherever possible at the local level; and
- (d) recognising the rights of an employee to be accompanied or represented by a person of their choice, including a union representative, throughout the process.

14.2 Dispute Settlement Procedure

At any stage of the procedure an employee/s may be accompanied or represented by a person of their choice, including a union representative. The parties agree that where disagreements arise, the following procedure will apply:

- (a) the employee will discuss the matter with their immediate manager / supervisor. However, in circumstances where the matter may relate to the behaviour or actions of the immediate manager and it would be inappropriate to discuss the matter at that level, the employee may discuss the matter with the next highest level of management;
- (b) if the matter is not resolved at that level within a reasonable timeframe, the employee concerned may arrange further discussions involving more senior levels of management or the union as appropriate;
- (c) if the issue involves more than one employee, the employees involved, the union or the management may raise the issue at the level the parties consider appropriate.

Conciliation

- (d) If the matter remains unresolved after points 14.2(a) to (c) above have been followed, it may be notified to the Australian Industrial Relations Commission ("the Commission") for conciliation.

Arbitration

- (e) If conciliation does not resolve the dispute, the Commission may determine the matter by arbitration. In exercising its arbitration powers the Commission will have regard to:
 - i. the terms of this Agreement;
 - ii. whether the impact on employees is harsh, unjust or unreasonable;
 - iii. the conduct of the parties.
- (f) in circumstances where the Commission is unable for whatever reason to arbitrate a dispute in accordance with sub-clause 14.2(e) , the parties shall:
 - i. request the Commission to conduct a private arbitration about the industrial dispute; or
 - ii. consent to proceedings under Section 111AA of the *Workplace Relations Act 1996* on the basis that such proceedings will be conducted by way of evidence and formal submission leading to a decision and/or order.

The parties shall comply with the Commission's decision and/or order arising under sub-clauses 14.2(f) (i) or (ii).

- (g) In addition to the other powers provided to the Commission under the *Workplace Relations Act 1996*, the conciliation and arbitration processes covered by sub-clauses 14.2(d), 14.2(e) and 14.2(f) will be subject to Sections 100-105 of the *Workplace Relations Act* (this includes application of Section 105 to proceedings under Clause 14.2(f)ii).

- (h) While the parties are attempting to resolve the matter, the employee will continue to work in accordance with the Agreement and his or her contract of employment, unless the employee has a reasonable concern about an immediate threat to his or her health or safety. In such circumstances and subject to Part 3, Division 3 – Emergency Procedures of the *Occupational Health and Safety (Commonwealth Employment) Act 1991*, the employee must not unreasonably fail to comply with a direction by Post Logistics to perform other available work that is appropriate for the employee to perform.
- (i) Sub-clauses (e) and (f) will only operate until a party to this Agreement initiates a bargaining period following the expiry of this Agreement.

14.3 Redundancy Disputes Procedure

- (a) Sub-clauses 14.3(b) and 14.3(c) impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises ("a redundancy dispute").
- (b) Where a redundancy dispute arises, and it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by an affected employee) in good time, with relevant information including:
 - i. the reasons for any proposed redundancy;
 - ii. the number and categories of workers likely to be affected; and
 - iii. the period over which any proposed redundancies are intended to be carried out.
- (c) Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

14.4 Training

- (a) To assist in dispute resolution, a union delegate or employee representative who has had at least six months continuous service with the employer, will be granted leave of absence, at ordinary rates of pay, to attend short courses conducted by a recognised training provider which are specifically directed towards effective dispute resolution.
- (b) The specific training courses will be agreed between the employer and the individual employee.
- (c) The grant of leave will be subject to the operational requirements of the employer. Such leave will be granted up to a maximum of five days per calendar year and will not accumulate.
- (d) An employee granted leave who fails to attend the nominated course, will notify the employer as a soon as practicable. No payment will be made to any employee until satisfactory proof of attendance at the nominated course is produced.

15. NO PROTECTED INDUSTRIAL ACTION

The parties further agree that they will not engage in protected action under section 170 ML of the *Workplace Relations Act 1996* (the Act) to support or advance claims for any further certified agreement. This clause applies until a party to the Agreement initiates a bargaining period following the expiry of the Agreement (Clause 4.1 refers).

PART 3 – CONTRACT OF EMPLOYMENT

16. CATEGORIES OF EMPLOYEES

16.1 Terms of Engagement

- 16.1.1 A person may be employed as a permanent, fixed term or casual employee.
- 16.1.2 A person engaged as a permanent or fixed term employee can be employed on a full-time or part-time basis.
- 16.1.3 At the time of engagement, the employer will inform each employee in writing of:
- (a) the nature of category of the employee's employment; and
 - (b) the terms and conditions of the employee's employment.

16.2 Period of Probation

Unless an employee's employment is terminated pursuant to clause 17.5 or due to unsatisfactory performance, a person engaged as a permanent employee will be on probation for three months. After this period, the employment will either be confirmed or terminated.

16.3 Permanent Employment

- 16.3.1 Post Logistics recognises the value of its permanent workforce and is committed to providing full-time permanent employment as the preferred employment option. Where the flow of work provides that work can be effectively and efficiently organised around full-time options then full-time employment should apply.
- 16.3.2 Where there is a genuine on-going need for employment other than full-time permanent employment, the preferred option is permanent part-time employment. Genuine need shall include circumstances where there is insufficient work for a full-time permanent position, specifically agreed job sharing arrangements, specific commercial contract requirements, and part-time employment arrangements under clause 35.7.
- 16.3.3 This provision shall not be used to split full-time jobs into part-time jobs.

16.4 Part-Time Employment

- 16.4.1 A part-time employee:
- (a) is an employee who works less than 38 hours per week;
 - (b) will be rostered for a minimum of four and a maximum of 10 consecutive hours on any day; and
 - (c) will not be employed by the employer for more than one engagement per day.
- 16.4.2
- (a) The employer will inform a part-time employee in writing, on engagement, of the hours and times he or she will be required to work.
 - (b) The hours and times of work of a part-time employee may be increased by agreement with the employee, or by the employer providing the employee with two weeks notice.
 - (c) The hours and times of work of a part-time employee may be reduced by agreement with the employee, or by the employer providing the employee with the following notice:

- i. two weeks notice where a part-time employee has previously agreed to a temporary increase in their hours of work and the reduction in hours will result in hours of work no less than the hours of work prior to the temporary increase, or where a part-time employee agrees to any reduction in their hours of work;
- ii. four weeks notice where a part-time employee has not agreed to a reduction in their hours of work.
- iii. The provisions of 16.4.2(c) will not be unreasonably used to avoid the intent of clause 16.5.

(d) Post Logistics shall record the details of all changes in part-time employees' hours.

16.4.3 A part-time employee is required to be available to work such hours, within the specified span of hours at clause 19 - HOURS OF WORK – DAY WORKERS, as are necessary to meet Post Logistics third party business operational needs.

16.4.4 A part-time employee will be paid a pro rata salary in accordance with the relevant job classification.

16.4.5 The conditions provided in this Agreement will apply to a part-time employee on a pro rata basis unless otherwise specified in this Agreement, and a part-time employee will be given the same development opportunities as full-time staff.

16.5 Adjustment of Part-Time Hours

16.5.1 Notwithstanding the provisions of 16.4.2 (c)(i) to 16.4.2(c)(iii) inclusive a part-time employee who on a regular basis has been engaged by Post Logistics for hours in excess of their nominated fortnightly hours of work, shall have the right thereafter to seek a review of his or her nominated fortnightly hours of work, with a possibility of an increase to the hours that have been actually worked if the period of working those extended hours continues beyond 12 months.

16.5.2 Post Logistics shall give every part-time employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 12 months. The employee retains his or her right of review of hours under this clause if Post Logistics fails to comply with this paragraph.

16.5.3 Any such part-time employee who does not within four weeks of receiving written notice seek a review of his or her hours of work will be deemed to have elected against any such review.

16.5.4 Any part-time employee who has a right to a review under clause 16.5.1, upon receiving notice under clause 16.5.2 or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks a review of his or her hours of work, and within four weeks of receiving such notice Post Logistics shall consent to or refuse the adjustment of hours but shall not unreasonably so refuse.

16.5.5 Once a part-time employee's hours of work have been adjusted on review, the employee may only revert to the previous number of hours of work by written agreement with the employer.

16.5.6 Any adjustment of hours of work of a part-time employee under this clause shall not alter the permanent employment status of the part-time employee.

16.5.7 Where, in accordance with clause 16.5.4 Post Logistics refuses to adjust an employee's hours of work, the reasons for doing so shall be fully stated and discussed with the employee concerned and a genuine attempt made to reach agreement.

16.5.8 Any dispute about the arrangements to apply to an employee adjusting hours of work or the refusal by Post Logistics to adjust the hours shall be dealt with as far as practicable with expedition through the dispute settlement procedure in clause 14 DISPUTE SETTLEMENT.

16.5.9 The hours of a part-time employee shall not be reduced to avoid the obligations of this clause.

16.6 Fixed Term Employment

16.6.1 Post Logistics can recruit on a fixed term basis when it is likely that the employee's service will be required for the purposes of:

- (a) recruitment for a specific project or to provide specialist skills which are not encompassed by current operational roles;
- (b) filling known long-term leave requirements but only where Post Logistics can demonstrate there are not permanent Post Logistics employees available to meet these requirements;
- (c) to meet specific commercial contract requirements of facilities management arrangements or short term commercial contract arrangements.

16.6.2 Fixed term arrangements shall not be used to undermine the limitations on the use of casual employment in sub-clause 16.7.

16.6.3 The period of continuous employment as a fixed term employee shall be between 12 weeks and one year. The period of continuous employment of a fixed term employee can be extended for a maximum of a further 12 months subject to approval through the Human Resources Manager and in consultation with the CEPU.

16.7 Casual Employment

16.7.1 A casual employee:

- (a) is an employee engaged in relieving work or work of a casual, irregular or intermittent nature or of a short term duration but does not include an employee who would properly be classified as permanent or fixed term;
- (b) (i) the maximum initial period for which a casual employee should be engaged is 12 weeks provided that casuials may be employed for longer than 12 weeks to meet workflow fluctuation requirements. The union will be consulted in regard to any proposed extension for an additional 12 weeks;
(ii) an extension of the period of casual employment shall not take the total period of casual employment beyond 24 weeks. Casual arrangements which extend beyond this period will be subject to the casual review process at 16.8;
- (c) will be engaged and paid by the hour;
- (d) will be engaged on each occasion and be paid for no less than four hours;
- (e) will be paid an hourly rate based on the salary for the job classification in which he or she is engaged, plus a casual loading of 22.5% which loading is in lieu of annual leave, personal leave, public holidays and bereavement leave; and
- (f) will not be paid the casual loading when he or she receives overtime payments or works on a public holiday and receives a public holiday penalty. The casual loading will not apply to the calculation of shift penalties, but will be paid when a casual employee is engaged to work on a shift;

(g) the following clauses of this Agreement do not apply to casual employees:

Clause Number	Subject Matter
17	Termination of employment
18	Redundancy
23.6 (b)	Rest period after overtime
29	Annual leave
33	Public holidays
34	Personal leave
35	Parental leave except in the case of an eligible casual employee as defined in clause 35.2 of this Agreement.

16.8 Casual Review Process

16.8.1

- (a) A casual employee, other than an irregular casual employee as defined in clause 16.8.2, who has been engaged by Post Logistics for a sequence of periods of employment under this Agreement for a period of 24 weeks, shall have the right to seek a review of his or her contract of employment if the employment is to continue beyond this time.
- (b) Post Logistics shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of 24 weeks. The employee retains his or her right of review of contract of employment under this clause if Post Logistics fails to comply with this paragraph.
- (c) Any such casual employee who does not within four weeks of receiving written notice seek a review to change his or her ongoing contract of employment to a full-time employment or a part-time employment contract will be deemed to have elected against any such review.
- (d) Any casual employee who has a right to review their contract of employment under clause 16.8.1(a), upon receiving notice under clause 16.8.1(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to Post Logistics that he or she requests a review of his or her contract of employment, and within four weeks of receiving such notice Post Logistics shall consent to or refuse to change to a permanent full-time or part-time contract of employment, but shall not unreasonably so refuse. Any dispute about a refusal of change to a permanent contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- (e) Once a casual employee through a review of their employment status has had their employment status changed to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Post Logistics.
- (f) If a casual employee requests a review of his or her contract of employment in accordance with clause 16.8.1(d), Post Logistics and the employee in accordance with this subparagraph, and subject to clause 16.8.1(d), shall as part of this review discuss and agree upon:
- i. which form of employment the employee may change to, that is, full-time or part-time; and
 - ii. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 16.4.
- (g) The nature of the employment contract should reflect the hours that the employee worked as a casual employee on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between Post Logistics and the employee.
- (h) Following such agreement being reached, the employee shall change to full-time or part-time employment.

- (i) Where, in accordance with clause 16.8.1(d) Post Logistics refuses to change a contract of employment upon a review being requested by an employee, the reasons for doing so shall be fully stated and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (j) Any dispute about the arrangements to apply to an employee changing from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

16.8.2 An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis. The provisions of clause 16.8.1 do not apply to irregular casual employees.

16.8.3 Post Logistics agrees to recognise for casual employees who become permanent, any period or periods of casual employment with Post Logistics as service for Parental Leave purposes, provided that any break in this casual employment has not exceeded twelve months.

16.9 Agency/Labour Hire Staff

The parties acknowledge that the use of agency staff can impact on the employer-employee relationship. Accordingly:

16.9.1 Post Logistics will not use agency/labour hire staff as a means of eroding wages and conditions of Post Logistics employees or to alter Post Logistics' commitment to providing career opportunities for its permanent employees.

16.9.2 On the occasions when agency/labour hire staff are used to carry out work on Post Logistics premises for work within the scope of this Agreement, Post Logistics will require the agency/labour hire supplier to:

- (a) observe all safety conditions; and
- (b) provide a level of remuneration which is no less than that provided in this Agreement and observe the applicable safety net award conditions of employment in relation to its employees on the premises.

16.10 Employment Arrangements – Monitoring, Review and Consultation

16.10.1 Provision of Information

- i. Post Logistics will include the provision of information on the use of categories of employment including permanent, agency/labour hire staff, casual employees engaged directly by Post Logistics and fixed term employees engaged directly by Post Logistics to the union for all local Joint Consultative Committees.
- ii. Post Logistics will provide information on the use of categories of employment including permanent, agency/labour hire staff, casual employees engaged directly by Post Logistics and fixed term employees engaged directly by Post Logistics to CEPU Divisional office every six months.

16.10.2 Review of Employment Arrangements

Post Logistics will review its labour mix requirements regularly (each six months) to ensure optimal employment arrangements are in place to:

- Meet business requirements;
- Meet the obligations under clauses 16.3 – 16.9 inclusive.

16.10.3 Consultation on Employment Arrangements

It is agreed that a structured, effective consultation process for monitoring, discussing and resolving issues relating to the use of employment categories will be put in place within three months of the certification of this Agreement. This will include a joint consultative process to:

- i. monitor all employment arrangements including the use of agency/labour hire staff;
- ii. identify facilities where concern exists with the current employment arrangements;
- iii. discuss and where practicable resolve these issues;
- iv. ensure any subsequent appropriate staffing action is taken in accordance with the principles in this clause.

16.10.4 Educational and Briefing Material

The parties will jointly develop educational and briefing material on the appropriate use of the employment categories and action will be taken to ensure that managers are aware of how the different categories should be used.

17. TERMINATION OF EMPLOYMENT

17.1 Notice of Termination by Employer

17.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

17.1.2 In addition to the notice in 17.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

17.1.3 Payment in lieu of the prescribed notice in 17.1.1 and 17.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

17.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of Notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

17.1.5 The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;

- (b) to apprentices;
- (c) to employees engaged for a specific period of time or for a specific task or tasks;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (e) to casual employees.

17.1.6 continuous service is defined in clause 3.4 - DEFINITIONS

17.2 Notice of Termination by an Employee

17.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

17.2.2 If an employee fails to give the notice specified in 17.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 17.1.4.

17.3 Job Search Entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

17.4 Transmission of Business

Where a business is transmitted from one employer to another, as set out in clause 18 - REDUNDANCY, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

17.5 Reasons for Termination

The employer may terminate the services of a permanent or fixed term employee at any time for behaviour or performance that warrants such action, including:

- (a) serious misconduct or wilful neglect of duty or grossly negligent conduct;
- (b) incompetence or inefficiency for reasons within the employee's control;
- (c) failure to observe the Code of Behaviour.

In such cases there is no entitlement to notice and any entitlements under this Agreement are to be paid up to the time of dismissal only.

For the purpose of this clause, grossly negligent conduct involves a reckless act or omission that causes or could cause significant damage or harm.

17.6 Termination of Employees on Probation

An employee on probation will be given one week's notice of termination or payment in lieu of notice, except where an employee's employment is terminated for serious misconduct and/or grossly negligent conduct.

17.7 Review of Termination of Employment

An employee may exercise his or her rights pursuant to the *Workplace Relations Act 1996*, in relation to a termination decision under this Agreement. This will be the sole right of review in respect of a termination decision for a breach of the Code of Behaviour.

18. REDUNDANCY

18.1 Definitions

- 18.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 18.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 18.1.3 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 18.1.4 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

18.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

18.3 Severance Pay

18.3.1 Severance Pay

An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7.5 weeks' pay
4 years and less than 5 years	10 weeks' pay
5 years and less than 6 years	12.5 weeks' pay
6 years and less than 9 years	15 weeks' pay
9 years and over	16 weeks' pay

*Week's pay is defined in 18.1.

- 18.3.2 Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- 18.3.3 Continuity of service shall be calculated in the manner prescribed by clause 3.4.
- 18.3.4 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision [PRO32004, 26 March 2004]* and the *Redundancy Case Supplementary Decision [PRO62004, 8 June 2004]*.

18.4 Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 17 – TERMINATION OF EMPLOYMENT. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

18.5 Alternative Employment

- 18.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 18.5.2 This provision does not apply in circumstances involving transmission of business as set in 18.7.

18.6 Job Search Entitlement

- 18.6.1 During the period of notice of termination given by the employer in accordance with 17.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 18.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 18.6.3 The job search entitlements under this sub-clause apply in lieu of the provisions of 17.3.

18.7 Transmission of Business

- 18.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this sub-clause called the **transmittor**) to another employer (in this sub-clause called the **transmittee**), in any of the following circumstances:
- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

18.7.2 The Commission may vary 18.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

18.8 Employees Exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

18.9 Incapacity to Pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

PART 4 - HOURS OF WORK, SHIFT WORK AND OVERTIME

19. HOURS OF WORK - DAY WORKERS

The ordinary hours of work of a day worker:

- (a) will be 38 hours per week or an average thereof;
- (b) may be between six and ten hours on any one day;
- (c) will be between the hours of 6.00 a.m. and 6.00 p.m., except that the daily spread of hours may be altered by up to one hour at either end by agreement between the employer and the majority of employees or by agreement between the employer and an individual employee;
- (d) may be worked on any day Monday to Saturday inclusive, except that an employee who is rostered to work ordinary hours on Saturday will receive a 50% loading for the time worked; and
- (e) no employee will be rostered for ordinary work on more than five days in any seven day period.

20. SHIFT WORK

20.1 Definition

For the purpose of this clause:

- (a) shift worker means an employee who is rostered on:
 - i. alternating or rotating shifts or a constant shift involving regular ordinary work after 1.00 p.m. on Saturday; or
 - ii. a shift, which commences before 6.00 a.m. or finishes after 6.00 p.m.;
- (b) seven day shift worker means an employee who is rostered to and works on Sundays and holidays;

- (c) afternoon shift is a shift that finishes after 6.00 p.m. and before or at midnight;
- (d) nightshift is a shift that finishes after midnight and before or at 8.00 a.m..

20.2 Ordinary Hours

The ordinary hours of work of a shift worker:

- (a) will be 38 hours per week or an average thereof over a cycle of shifts; and
- (b) may be between six and ten hours on any one day.

20.3 Shift Penalties

The following shift penalties apply to a shift worker:

- (a) Monday to Friday

A shift that starts before 6.00 a.m.	15%
Afternoon shift	15%
Night shift	15%
Night shift worked for more than 4 weeks continuously	30%

- (b) Saturday

All rostered time that falls between midnight Friday and midnight Saturday	50%
--	-----

- (c) Sunday

All rostered time that falls between midnight Saturday and midnight Sunday	100%
--	------

- (d) Public Holiday

150%

20.4 Public Holiday Shift

Where shifts fall partly on a public holiday, the shift which has the major portion falling on a public holiday will be regarded as the holiday shift. Except that, by agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on a public holiday may be regarded as the holiday shift.

20.5 Payment During Annual Leave

Shift penalty payments will be made in respect of any work (other than on public holidays) which an employee would have performed had the employee not been on approved annual leave, subject to the conditions specified in clause 31 - ANNUAL LEAVE LOADING.

20.6 Payments Stand Alone

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

20.7 Exchange of Shifts

An employee is allowed to exchange duties or shifts or days off, or to perform work for another employee, with the approval of the employee's manager.

20.8 Interval Between Shifts

Shifts will be arranged so that an employee has a minimum break of 10 hours continuously off work between shifts except in cases of:

- (a) emergency certified by the employee's manager and notified to the employees concerned by posting the notification in a prominent place; and/or
- (b) regular change over of shifts.

20.9 Day off Instead of Public Holiday

A seven day shift worker who is rostered off work on a public holiday will be granted a day's leave in lieu of that holiday within one month after the holiday, if practicable, or paid one day's pay at ordinary rates.

20.10 Roster Changes

An employee will be given a minimum of seven consecutive days notice of any rostered change, unless the roster change is by agreement between the employer and an individual employee or is necessitated by an emergency or special circumstances for example sick leave, resignations on short notice, dismissals and suspensions.

21. TIME OFF

By agreement between the employer and an employee, an employee may work in excess of ordinary hours to enable time off to be accumulated over a cycle of 4 weeks. The accumulated time off will be taken at a time mutually convenient to the employee and the employer. A maximum of 22 hours 48 minutes may be accumulated. Any hours accumulated in excess of 22 hours 48 minutes will be paid at overtime rates in accordance with clause 23 - OVERTIME.

22. MEAL AND TEA BREAK

22.1 Meal Break

An employee who works a minimum of five consecutive hours will receive an unpaid meal break of a minimum of 30 minutes and not more than 60 minutes, except that:

- (a) a longer period for the meal break may be arranged by agreement between the employer and an employee or a majority of employees in the workplace concerned; and/or
- (b) an employee may work in excess of five hours but not more than six hours, without a meal break, by agreement between the employer and the employee concerned.

22.2 Tea Break

A single 20 minute paid tea break or two 10 minute paid tea breaks inclusive of walk up and walk down time will be granted to employees, at a time fixed by the employer so as to minimise disruption to operations.

23. OVERTIME

23.1 Reasonable Overtime

- 23.1.1 Subject to clause 23.1.3 an employer may require an employee to work reasonable overtime at overtime rates.
- 23.1.2 Provided that this subclause does not apply to employees employed in accordance with the provision of clause 35.7 (Parental leave – part-time work).

23.1.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

23.2 Definition

Overtime is paid for all authorised work outside ordinary hours outlined in clause 19 HOURS OF WORK - DAY WORKERS and clause 20.2 - Shift Worker / Ordinary Hours.

23.3 Rate of Pay - Day Workers

The rate of pay for authorised overtime worked by a day worker will be:

- (a) Monday to Saturday - time and a half for the first three hours and double time thereafter;
- (b) Sunday - double time;
- (c) Public Holidays - double time and a half.

23.4 Rate of Pay - Shift Workers

The rate of pay for authorised overtime worked by a shift worker will be:

- (a) Monday to Friday - time and a half for the first three hours and double time thereafter;
- (b) Saturday or Sunday - double time;
- (c) Public Holidays - double time and a half.

23.5 Part-Time Employees

- (a) Part-time employees are eligible for overtime rates applicable to full-time employees:
 - i. for work in excess of 7 hours 36 minutes in any one day and/or
 - ii. where an employee other than a shift worker is required to work on more than five days per week.
- (b) Work in excess of normal requirements but which does not attract a penalty under clause 23.5(a) will be paid at the rate applicable to ordinary work on that day.

23.6 Rest Period After Overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee (other than a casual) who, because of working overtime in accordance with this clause, does not have at least 10 consecutive hours off between finishing work and the

commencement time of work the next day, will not be required to perform work on the next day until 10 hours have elapsed since the conclusion of work. The employee will not incur any loss of pay for ordinary working time occurring during the absence.

- (c) If the employee is required to resume or continue to work without having had a 10 hour break in accordance with clause 23.6(a) above, the employee will be paid at the appropriate overtime rate until such time as a 10 hour break is taken. The employee will not incur any loss of pay for ordinary working time occurring during the absence.

23.7 Time Off in Lieu of Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary time hours will be taken at the ordinary rate, that is, an hour for each hour worked.

PART 5 - SALARY AND ALLOWANCES

24. JOB CLASSIFICATIONS AND SALARIES

24.1 Job Classifications and Salaries

The job classifications covered by this Agreement and the respective salary rates are specified in SCHEDULE A - JOB CLASSIFICATIONS and SCHEDULE B - SALARY RATES.

24.2 Review of Classification Structure

- (a) The classification structure in this Agreement has been developed to provide a structure appropriate for the 3PL/4PL work environment.
- (b) It is acknowledged by the parties that rapid development in the 3PL/4PL work environment and in the Post Logistics business will require further enhancements and development of this classification structure as the nature of the 3PL/4PL business changes and training and competency standards are developed to reflect these changes.
- (c) The parties agree to review the classification structure as these changes occur with a view to enhancing the Post Logistics business and promoting skill and career development of Post Logistics employees.

24.3 Junior Rates

An employee who is under 21 years of age and employed in a job classification specified in SCHEDULE A - JOB CLASSIFICATIONS, will be paid an annual salary. The salary, calculated to the nearest dollar, will be set by applying the appropriate percentage for the age of the employee as specified in Table 1 below, to the minimum total award rate of an adult employed in the same job.

TABLE 1

Age of Employee	Percentage of Minimum Adult Salary %
Under 17 years	50
At 17 years	60
At 18 years	70
At 19 years	81
At 20 years	91

25. EMPLOYEE DUTIES

- (a) The employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training, consistent with the relevant job classification.
- (b) Any such direction will be consistent with the employer's responsibility to provide a safe and healthy work environment.

26. PAYMENT OF SALARIES

Salaries will be paid:

- (a) fortnightly, at the fortnightly equivalent of the annual rates prescribed; and
- (b) by electronic funds transfer into a financial institution nominated by the employee.

27. NATIONAL TRAINING WAGE

The parties to this Agreement will comply with the terms of the *National Training Wage Award 2000 [AW790899]*, as varied, as though bound by clause 4 of that Award.

28. ALLOWANCES

28.1 First Aid Allowance

Employees appointed as first aiders will be paid a weekly allowance as specified in SCHEDULE C - ALLOWANCES.

28.2 Mixed Functions

- (a) An employee who is required to temporarily perform the work of a higher classification level will be paid at the rate corresponding to that higher level for the time actually worked at that higher level.
- (b) An allowance paid under this clause will be regarded as salary for the purposes of calculating penalty payments.

28.3 Overtime Meal Allowance

- (a) An employee will be paid an overtime meal allowance as specified in SCHEDULE C - ALLOWANCES when the employee has not been provided with advice of the requirement to work overtime during their previous shift and is required to work at least:
 - i. one hour of overtime continuous with ordinary work. In determining whether or not an overtime attendance is continuous with ordinary work, unpaid meal breaks are to be disregarded; or
 - ii. five hours of overtime on a day the employee is not rostered for ordinary work; or
 - iii. an additional five hours of overtime on a day on which eligibility for payment of a first meal allowance has already been established under clause 28.3(a)i or clause 28.3(a)ii above.
 - iv. provided where an employee has been provided with advice of the requirement to work overtime during their previous shift and is required to work two hours or more overtime then the employee shall be paid an overtime meal allowance in accordance with 28.3 (a)i, ii, and iii.
- (b) For a part-time employee, only work that attracts an overtime penalty rate, counts as overtime under 28.3 (a) for the purpose of an overtime meal allowance.

28.4 Private Motor Vehicle Allowance

An employee who is authorised to use a private motor vehicle for official purposes or in circumstances in which the employer would otherwise meet the cost of the journey, is entitled to be reimbursed reasonable expenses incurred in using the vehicle on that journey.

PART 6 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

29. ANNUAL LEAVE

29.1 Entitlement

- (a) An employee will receive 152 hours annual leave after every 12 months of service from the employee's commencement date, which will be credited on the anniversary of that commencement date on the following and subsequent years, unless otherwise adjusted. Annual leave will accrue on a pro rata basis.
- (b) An employee can be required to take annual leave in consecutive days for operational or audit reasons.
- (c) Ordinarily, leave is to be taken within 12 months of accrual. Annual leave may accrue to a maximum of two years entitlement.

29.2 Timing of Annual Leave

An employee will be allowed to take annual leave in whole or in part, at a time convenient to the employee, consistent with the operational requirements of the employer.

29.3 Annual Leave Exclusive of Public Holidays

The annual leave provided in clause 29 and clause 30 is exclusive of public holidays.

29.4 Payment on Termination

An employee whose services are terminated for any reason and who is entitled to accumulated annual leave in accordance with clause 29 and clause 30 (if applicable), will be paid out that leave.

30. ANNUAL LEAVE - SEVEN DAY SHIFT WORKERS

30.1 Additional Annual Leave

- (a) In addition to the period of annual leave prescribed in clause 29 - ANNUAL LEAVE, seven day shift workers, that is, shift workers who are rostered and work regularly on Sundays and holidays, are allowed an additional 38 hours of annual leave.
- (b) Where a seven-day shift worker works an overtime shift on a Sunday, that will constitute Sunday work for the purposes of this clause, providing the overtime shift is of a duration that is not less than 4 hours.
- (c) Where a rostered overtime shift commences on a Saturday and extends into Sunday or commences on a Sunday and extends into Monday, it is deemed to be a Sunday overtime shift for the purposes of clause 30.

30.2 Pro Rata Entitlement

Where a seven-day shift worker is rostered to work, and works on less than ten Sundays during the actual period, the shift worker is entitled to pro rata additional leave at the rate of 1/10 (one tenth) of a working week in respect of each Sunday worked.

31. ANNUAL LEAVE LOADING

31.1 Amount

During a period of annual leave, an employee will receive a loading being the greater of:

- (a) 17½% of the employee's salary as at the accrual date of the leave, subject to a maximum payment of the equivalent of the Australian Statistician's average weekly total earnings of all employees (males) August Preliminary for the year preceding the year in which the date of leave credit occurs or;
- (b) any additional payments for shift, Saturday or Sunday work, not in excess of prescribed weekly hours which the employee would have performed had annual leave not been taken.

31.2 Payment on Termination

An employee whose services are terminated for any reason and who is entitled to payment in lieu of accumulated annual leave, or in lieu of leave on a pro-rata basis, will be paid outstanding loadings from previous years' accruals and a pro-rata loading for the last year of service.

32. LEAVE AS DIRECTED

Where operational requirements necessitate or an employee cannot usefully be employed because of a break down of machinery or any stoppage of work for any cause for which the employer cannot be held responsible, the employer may roster an employee to take leave at a nominated time, whether or not the employee has made an application.

33. PUBLIC HOLIDAYS

33.1 Designated Holidays

- (a) The following days will be observed as public holidays:
 - i. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - ii. the following days, as prescribed in the relevant States, Territories and localities:
 - Australia Day,
 - Anzac Day,
 - Queen's Birthday and
 - Eight Hours' Day or Labour Day; and
 - iii. in addition to the holidays prescribed in clause 33.1(a)(i) and clause 33.1 (a)(ii) above, the following days will be observed as holidays:
- (b) New South Wales: one day, on a day agreed between the parties or in the event that the parties cannot agree, the day will be determined by the Commission after giving the parties an opportunity to be heard;
- (c) Victoria: Melbourne Cup Day or local equivalent;
- (d) Queensland: Royal National Show or the day gazetted for the local show in the appropriate area;
- (e) South Australia: Adelaide Cup Day;
- (f) Western Australia: Foundation Day;
- (g) Tasmania: Royal Hobart Regatta (Southern Tasmania) or Recreation Day (Northern Tasmania);

- (h) Northern Territory: Picnic Day;
- (i) ACT: Canberra Day.

33.2 Substitute Holidays

- (a) Christmas Day

When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.

- (b) Boxing Day

When Boxing Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.

- (c) New Year's Day or Australia Day

When New Year's Day or Australia Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

33.3 Payment for Work on Substituted Day

- (a) Where 25 December falls on a Saturday or Sunday and another day is provided as a substitute holiday under the provisions of clause 33.2(a) or clause 33.2(b) above, an employee who works on both 25 December and the substitute day(s) will only be paid at the holiday rate for work on 25 December.
- (b) The payment for work on the substitute day will be in accordance with clause 19 - HOURS OF WORK – DAY WORKERS, clause 20 - SHIFT WORK or clause 23 - OVERTIME.

33.4 Local Holidays

- (a) Local substitution holiday

Where in a State or Territory or locality within a State or Territory, another day is declared or prescribed in substitution for a holiday mentioned in this clause, then that day will be deemed to be a holiday for the purpose of this Agreement.

- (b) Additional local holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in clause 33.1 and clause 33.2, those days are regarded as additional holidays for the purpose of this Agreement. However, such additional holidays must not exceed two days in any period of twelve months, commencing on 5 January.

33.5 Substitution of Public Holidays by Agreement

The employer and an individual employee may agree to the employee taking another day as the public holiday, in lieu of the day that is being observed as a public holiday in the employee's workplace.

33.6 Public Holiday Duty

- (a) Where the ordinary hours of a permanent or fixed term employee fall on a public holiday and the employee does not perform work, the employee will not lose pay for the day.
- (b) Where the employee works on the public holiday:

- i. he or she will be paid the public holiday penalty of 150% in addition to the employee's ordinary rate of pay; and
- ii. the minimum extra payment payable for ordinary work on a public holiday for each separate attendance will be for four hours.

34. PERSONAL LEAVE

34.1 Eligibility

Subject to clause 34.4 - Leave for personal injury or illness (Sick leave) and clause 34.5 Carer's leave, paid personal leave is available to an employee when the employee is absent:

- (a) due to personal illness or injury (Sick leave); or
- (b) for the purpose of caring for an immediate family (as defined in clause 34.5.2) or a household member who is sick and requiring the care and support of the employee (Carer's leave).

34.2 Entitlement

- (a) Personal leave of 7 hours 36 minutes will be available on completion of every 40 calendar days subject to a maximum of 60 hours 48 minutes in the first 12 months of continuous employment.
- (b) A further 76 hours will be available on an accrued pro rata basis (7 hours 36 minutes on completion of every 36 calendar days) during the second and subsequent years of continuous employment.

34.3 Accrual

Unused personal leave is cumulative.

34.4 Leave for Personal Injury or Illness

34.4.1 Eligibility

The employer may grant an employee leave of absence on account of personal illness or injury (Sick leave) without deduction from normal pay, subject to the following conditions:

- (a) an application for sick leave must be submitted in the prescribed manner;
- (b) a certificate from a duly qualified medical practitioner or other evidence approved by the employer must support an application for sick leave;
- (c) the employee's manager or another nominated employee is informed, prior to the employee's scheduled starting time, if practicable, of the employee's inability to attend for work; and
- (d) sick leave credits, determined in accordance with this clause, are available.

34.4.2 Sick Leave Without Certificate

- (a) Despite clause 34.4.1(b) and subject to the availability of credits, the employer may grant sick leave without production of a medical certificate for up to 15 hours 12 minutes in any sick leave year.
- (b) Despite the provisions of this clause, a medical certificate must be provided for any sick leave absence that occurs immediately before or following a public holiday or Time off under clause 21 - TIME OFF.

- (c) Except as provided in clause 34.4.2(a) above, where sick leave is granted without production of a medical certificate, such leave is without pay.

34.4.3 Illness on Public Holiday

Sick leave taken on a public holiday, which, but for the sick leave, would have been observed, is not debited.

34.4.4 Illness During Annual Leave

If an employee produces satisfactory medical evidence of illness during annual leave, the absence will be recorded as sick leave and annual leave re-credited accordingly, provided:

- (a) the employee produces a medical certificate covering the period in question;
- (b) the medical certificate indicates the employee was unfit for work;
- (c) sick leave for not less than 7 hours 36 minutes was needed;
- (d) sick leave credits are available; and
- (e) the medical evidence is provided at the time of illness, or, if that is not possible, as soon as practicable thereafter.

34.4.5 Failure to Produce Satisfactory Evidence

Despite anything else contained in this clause, where an employee has failed to produce satisfactory evidence to support an application for sick leave, the employer may direct that employee, in writing, that all future applications for sick leave for such period as is specified in the direction must be supported by evidence in accordance with clause 34.4.1 (b).

34.4.6 Requirement to Provide Medical Report or Attend a Medical Examination

The employer may require an employee to provide a medical report or undergo an examination by a medical practitioner nominated by the employer where the employee:

- (a) may be a danger to him or herself, other employees or members of the public due to the employee's state of health; or
- (b) has been absent through illness for a continuous period exceeding 13 weeks.

34.4.7 Timing of Medical Report

An employee who is required to provide a medical report or undergo a medical examination under clause 34.4.6 must do so as soon as practicable.

34.4.8 Direction to take Sick Leave

On receipt of the medical report, 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 will be regarded as sick leave.

34.5 Carer's Leave

34.5.1 Eligibility

An employee with responsibilities in relation to either members of their immediate family (as defined in clause 34.5.2 below) or members of their household who require the employee's care and support when such persons are ill, is entitled to use personal leave for the purposes of carer's leave subject to:

- (a) the person being:
 - i. a member of the employee's immediate family; or
 - ii. a member of the employee's household; and
- (b) the employee:
 - i. being responsible for the care of the person concerned; and
 - ii. establishing, by the production of a medical certificate, the illness of the person concerned and that the illness is such as to require the employee's care.

34.5.2 Definition of Immediate Family

For the purpose of 34.5.1 above, the term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as the husband or wife of that employee on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

34.5.3 Entitlement

Subject to clause 34.5.1, an employee is entitled to use up to 38 hours personal leave each year as carer's leave.

34.5.4 Leave Credit

Each day or part day is deducted from the employee's personal leave credit.

34.5.5 Unpaid Leave

An employee may take unpaid carer's leave by agreement with the employer.

34.5.6 Prior Notice

The employee will, wherever practicable, give the employer notice of the leave prior to the absence, the name of the person requiring care and his or her relationship to the employee, the reasons for taking such leave and the estimated length of absence. If this is not practicable, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

34.6 Bereavement Leave

An employee is entitled to take up to a maximum of 22 hours 48 minutes leave as bereavement leave on each occasion a member of the employee's immediate family (as defined in clause 34.5.2) or household, dies.

34.7 Family Provisions Test Case

It is agreed that should the ACTU's Family Provisions Test Case provide for Personal Leave entitlements that are more favourable than the current Agreement's provisions, the Test Case outcomes will be implemented.

35. PARENTAL LEAVE

35.1 Provisions

Subject to the terms of this clause, permanent employees and eligible casual employees as defined in clause 35.2(a) below, are entitled to Maternity, Paternity and Adoption leave and, with the agreement of the employer, to work part-time in connection with the birth or adoption of a child.

35.2 Definitions

For the purpose of clause 35:

- (a) eligible casual employee means a casual employee:
 - i. employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment, during a period of at least 12 months; and
 - ii. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment;
- (b) continuous service means work for the employer on a regular and systematic basis (including any period of authorised leave or absence);
- (c) child means a child of the employee or the employee's spouse under the age of one year, or in the case of adoption, a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more;
- (d) spouse includes a de facto spouse and, except in the case of adoption, a former spouse;
- (e) primary care-giver means a person who assumes the principal role of providing care and attention to a child; and
- (f) relative adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

35.3 Re-engagement of Casual Employee

- (a) The employer must not fail to re-engage a casual employee because:
 - i. the employee or employee's spouse is pregnant; or
 - ii. the employee is or has been immediately absent on parental leave.
- (b) The rights of the employer in relation to engagement or re-engagement of casual employees are not affected other than in accordance with this clause.

35.4 Maternity Leave

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

35.5 Paternity Leave

35.5.1 Nature of Leave

Paternity leave is unpaid leave.

35.5.2 Eligibility for Paternity Leave

- (a) A male employee upon production to the employer of the documentation required pursuant to clause 35.5.3 below, will be entitled to one or two periods of paternity leave, the total of which will not exceed 52 weeks, in the following circumstances:
- i. an unbroken period of up to one week at the time of the confinement of his spouse;
 - ii. a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave will not extend beyond the child's first birthday. This entitlement will be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and will not be taken concurrently with that maternity leave.
- (b) The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which he proceeds upon either period of leave.

35.5.3 Certification

At the time specified in clause 35.5.4 below, the employee must produce to the employer:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or the date on which the birth took place;
- (b) in relation to any period to be taken pursuant to clause 35.5.2(a) above, a statutory declaration stating:
- i. he will take that period of paternity leave to become the primary care-giver of a child;
 - ii. particulars of any period of maternity leave sought or taken by his spouse; and
 - iii. for the period of paternity leave, he will not engage in any conduct inconsistent with his contract of employment.

35.5.4 Notice Requirements

- (a) The employee will, not less than ten weeks before each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of leave and produce the medical certificate and statutory declaration required pursuant to clause 35.5.3 above.
- (b) The employee will not be in breach of this clause as a consequence of failure to give the notice required in clause 35.5.4(a), if such failure is due to:
- i. the birth occurring earlier than the expected date;
 - ii. the death of the child's mother; or
 - iii. other compelling circumstances.
- (c) The employee will immediately notify the employer of any change in the information provided pursuant to clause 35.5.3.

35.5.5 Variation of Period of Paternity Leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under clause 35.5.2 above:

- i. the period of paternity leave provided by clause 35.5.2(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - ii. the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of paternity leave taken under clause 35.5.2(b) may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

35.5.6 Cancellation of Paternity Leave

Paternity leave, applied for under clause 35.5.2(b) but not commenced, will be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

35.5.7 Paternity Leave and Other Leave Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this clause does not exceed the period to which the employee is entitled under clause 35.5.2 above, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid sick leave or other authorised award absences (excluding annual leave or long service leave) will not be available to an employee during his absence on paternity leave.

35.5.8 Effects of Paternity Leave on Employment

Subject to this clause, notwithstanding any award or other provision to the contrary, absence on paternity leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

35.5.9 Termination of Employment

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) An employer will not terminate an employee's employment on the ground of his absence on paternity leave, but otherwise the employer's rights in relation to termination of employment are not hereby affected.

35.5.10 Return to Work after Paternity Leave

- (a) An employee will confirm his intention of returning to work by notice in writing to the employer given not less than four weeks before the expiry of the period of paternity leave provided by clause 35.5.2(b).
- (b) An employee, upon returning to work after paternity leave or the expiry of the notice required by 35.5.10(a) above, will be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause, to the position he held immediately before commencing such part-time work.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he will be entitled to a position as nearly comparable in status and pay to that of his former position.

35.5.11 Replacement Employee

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before engaging a replacement employee, the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause, the employer will inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this clause will be construed as requiring the employer to engage a replacement employee.

35.6 Adoption Leave

35.6.1 Nature of Leave

Adoption leave is unpaid leave.

35.6.2 Eligibility

- (a) An employee, upon production to the employer of the documentation required pursuant to clause 35.6.3 below, will be entitled to one or two periods of adoption leave, the total of which will not exceed 52 weeks, in the following circumstances:
 - i. an unbroken period of up to three weeks at the time of the child's placement;
 - ii. an unbroken period of up to 52 weeks from the time of the placement in order to be the primary care-giver of the child. This leave will not extend beyond one year after the child's placement and will not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks will be reduced by:
 - (1) a period of leave taken pursuant to 35.6.2(a); and
 - (2) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.
- (b) The employee must have had at least 12 months continuous service with the employer immediately before the date upon which he or she proceeds upon such leave in either case.

35.6.3 Certification

- (a) Before taking adoption leave the employee must produce to the employer:
 - i. a statement from an adoption agency or other appropriate body of the presumed date of the child's placement with the employee for adoption purposes; or
 - ii. a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order; and
 - iii. a statutory declaration stating:
 - (1) the employee is seeking adoption leave to become the primary care-giver of the child;

- (2) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (3) for the period of adoption leave, the employee will not engage in any conduct inconsistent with his or her contract of employment.

35.6.4 Notice Requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee will notify the employer of such approval and within two months of such approval will further notify the employer of the period(s) of adoption leave the employee proposes to take. In the case of a relative adoption, the employee will notify, as indicated above, upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with the employer after the date of approval for adoption purposes will notify the employer thereof upon commencing employment and of the period(s) of adoption leave which the employee proposes to take. However, such employee will not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the employer immediately preceding the date upon which he or she proceeds upon such leave.
- (c) An employee will, as soon as the employee is aware of the presumed date of a child's placement for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under clause 35.6.2(a).
- (d) An employee will, ten weeks before the proposed date of commencing any leave to be taken under clause 35.6.2, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee will not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with clauses 35.6.4(c) and 35.6.4(d) if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of the child, the death of the spouse or other compelling circumstances.

35.6.5 Variation of Period of Adoption Leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under clause 35.5.2:
 - i. the period of leave taken under clause 35.6.2(b) above, may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - ii. the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of adoption leave taken under 35.6.2(b) above, may, with the consent of the employer be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

35.6.6 Cancellation of Adoption Leave

- (a) Adoption leave, applied for but not commenced, will be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee will immediately notify the employer and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

35.6.7 Special Leave

The employer will grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

35.6.8 Adoption Leave and Other Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under clause 35.6.2 above, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) will not be available to an employee during the employee's absence on adoption leave.

35.6.9 Effect of Adoption Leave on Employment

Subject to this clause, notwithstanding any award or other provision to the contrary, absence on adoption leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

35.6.10 Termination of Employment

- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) An employer will not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

35.6.11 Return to Work after Adoption Leave

- (a) An employee will confirm the intention of returning to work by notice in writing to the employer given not less than four weeks before the expiry of the period of adoption leave provided by clause 35.6.2(b) above.
- (b) An employee, upon returning to work after adoption leave will be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause, the position held immediately before commencing such part-time work.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

35.6.12 Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before engaging a replacement employee, the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before engaging a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the employer will inform

that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

- (d) Nothing in this clause will be construed as requiring an employer to engage a replacement employee.

35.7 Part-Time Work

35.7.1 Definitions

For the purposes of this clause:

- (a) male employee means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes;
- (b) female employee means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes;
- (c) spouse includes a de facto or a former spouse;
- (d) former position means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this clause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition;
- (e) continuous service means service under an unbroken contract of employment and includes:
 - i. any period of leave taken in accordance with this clause;
 - ii. any period of part-time employment worked in accordance with this clause; or
 - iii. any period of leave or absence authorised by the employer or by the Agreement.

35.7.2 Entitlement

- (a) A male employee may work part-time in one or more periods at any time from the date of the child's birth until its second birthday or, in relation to adoption, from the date of the child's placement until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of the child's birth until its second birthday.
- (d) In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the child's placement until the second anniversary of that date.

35.7.3 Return to Former Position

- (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiry of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in clause 35.7.3(a) above will prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

35.7.4 Effect of Part-Time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, will not break the continuity of service or employment.

35.7.5 Pro Rata Entitlements

Subject to the provisions of this clause and the matters agreed to in accordance with clause 35.7.8 below, part-time employment will be in accordance with the provisions of this Agreement which will apply pro rata.

35.7.6 Transitional Arrangements - Annual Leave

- (a) An employee working part-time under this clause will be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in clause 29 - ANNUAL LEAVE of this Agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.
- (b) A full-time employee will be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- (c) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

35.7.7 Transitional Arrangements - Sick Leave

An employee working part-time under this clause will have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it will be debited for the ordinary hours that the employee would have worked during the period of absence.

35.7.8 Part-Time Work Agreement

- (a) Before commencing a period of part-time employment under this clause the employee and the employer will agree:
 - i. that the employee may work part-time;
 - ii. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - iii. upon the classification applying to the work to be performed; and
 - iv. upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it will be reduced to writing and retained by the employer. A copy of the agreement and any variation to it will be provided to the employee by the employer.
- (d) The terms of this agreement will apply to the part-time employment.

35.7.9 Termination of Employment

- (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this Agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, will be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

35.7.10 Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 35.7.8.

35.7.11 Nature of Part-Time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but will be work otherwise performed under this Agreement.

35.7.12 Inconsistent Agreement Provisions

An employee may work part-time under this clause despite any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including the provision prescribing a minimum or maximum number of hours a part-time employee may work and such provisions do not apply to part-time work under this clause.

35.7.13 Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause.
- (b) A replacement employee may be employed part-time. Subject to this clause, clause 35.7.5 to 35.7.9 and 35.7.12 apply to the part-time employment of a replacement employee.
- (c) Before engaging a replacement employee under this clause, the employer will inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee will be treated as continuous service for the purposes of clause 35.7.1(e).
- (e) Nothing in this clause will be construed as requiring an employer to engage a replacement employee.

35.8 Annual/Long Service Leave for Parental Leave

- (a) Where an employee has existing annual leave and/or long service leave credits, managers will grant any application for access to these leave credits for up to one week for paternity leave and adoption leave purposes during the period within three weeks of the birth or adoption. The employee is to provide the manager with appropriate evidence of the birth or adoption of the child as well as appropriate notice.

- (b) Managers will be encouraged to give favourable consideration to any application by an employee for use of accrued annual leave or long service leave credits in excess of one week for paternity leave and adoption leave purposes, subject to sufficient notice being given by the employee of the expected commencement date of such leave and the period of leave to be taken.

36. LEAVE TO ATTEND AS WITNESS IN INDUSTRIAL PROCEEDINGS

36.1 Eligibility and Entitlement

Leave without deduction from ordinary pay will be granted to any employee summoned to appear as a witness in proceedings under the *Workplace Relations Act 1996*, as may be amended from time to time. The leave will be only for such time as that employee is necessarily absent from work attending as a witness.

36.2 Period of Service

Leave granted under this clause will count for all purposes as period of service.

37. JURY SERVICE

37.1 Leave Granted

An employee summoned as a juror will promptly notify the appropriate supervisor and will be granted leave of absence on full pay at the ordinary rate of pay for the period necessary for the attendance at court.

37.2 Jury Fees

The employee will pay to the employer the jury fees received.

PART 7 - EMPLOYEE DEVELOPMENT

38. INDUSTRY SKILLS DEVELOPMENT

38.1 Post Logistics is committed to providing induction training and ongoing development programs relevant to the current and future skill requirements of the workplace so as to ensure that employees:

- (a) fully understand and contribute effectively to the work environment;
- (b) fully understand what is expected of them in terms of both quality and quantity of output; and
- (c) are provided with recognised skills and knowledge necessary to perform their jobs efficiently, effectively and safely.

38.2 Within the scope of this Agreement, Post Logistics will implement a classification and job design framework based on best practice industry standards and which is underpinned by the relevant national industry training package (Transport and Distribution – Warehousing and Logistics Management).

38.3 Job related skills, knowledge and attributes prescribed for related job designations within the Post Logistics Classification structure, will be identified through recognition of current competency or prior learning. Development will address assessed gaps, through on-the-job training wherever possible.

38.4 Post Logistics will develop a Learning and Development Policy in consultation with the CEPU within three months of the date of certification of this Agreement.

- 38.5 Employees will have equitable access to learning and development opportunities. Training and assessment methods will employ appropriate measures to address literacy and numeracy barriers experienced by employees.
- 38.6 All workplace skills training and assessment will be conducted where possible during workers' normal hours and treated and paid as time worked. All costs and expenses related to the training and assessment will be met by the employer. Where an employee is required to attend training out of hours the training time will be treated as paid time in accordance with the provisions of this Agreement.
- 38.7 Employee participation in industry training to facilitate career progression, while encouraged, is voluntary.

SIGNATORIES

Executed as an Agreement this 22nd day of February 2005.

Signed for and on behalf of
THE AUSTRALIAN POSTAL CORPORATION

J. Scott-Brown
Signature

Toni Scott-Brown, NATIONAL HR MANAGER
Name and Position (please print) POSTLOGISTICS.

Signed for and on behalf of
COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL,
PLUMBING AND ALLIED SERVICES UNION OF AUSTRALIA

Rosalee Houghton
Signature

ACTING DIVISIONAL SECRETARY, CEPU
Name and Position (please print) COMMUNICATIONS DIVISION

SCHEDULE A - JOB CLASSIFICATIONS (Clause 24.1)

CLASSIFICATION STRUCTURE

POST LOGISTICS LEVEL 1

Post Logistics Operator Level 1

Role Definition

A Post Logistics Operator Level 1 is employed to perform a defined range of activities most of which may be routine and predictable.

An employee at this level performs at the base work level for third party logistics and will be able to perform the range of warehousing and fulfilment activities including receiving, picking, despatching, kitting and processing consistent with this level of skill.

Indicative Tasks

The following tasks are indicative of those performed by an employee at this level:

- Shift materials safely using manual handling methods
- Shift a load using manually-operated equipment
- Participate in basic workplace communication
- Follow OHS procedures
- Conduct housekeeping activities
- Work effectively with others
- Follow security procedures

Qualifications

An employee who holds a Certificate I in Transport and Distribution (Warehousing and Storage) or equivalent would be classified at this level when employed to perform the functions in the Role Definition and taking into account the Indicative Tasks.

POST LOGISTICS LEVEL 2

Two classifications at this level:

- Post Logistics Services Officer Level 2
- Post Logistics Operator Level 2

Post Logistics Services Officer Level 2

Role Definition

A Post Logistics Services Officer Level 2 is employed to perform a prescribed range of functions involving known routines and procedures and some accountability for the quality of outcomes.

An employee at this level performs third party logistics warehousing and fulfilment activities including kitting, processing, testing, labelling, inventory counting and control within area of activities and general value adding processes consistent with this level of skill.

Indicative Tasks

The following tasks are indicative of those performed by an employee at this level:

- Pick and process orders
- Replenish stock

- Use infotechnology devices and computer applications in the workplace
- Package goods
- Participate in stocktakes
- Use product knowledge to complete work operations
- Apply quality procedures

Qualifications

An employee who holds a Certificate II in Transport and Distribution (Warehousing and Storage) or equivalent would be classified at this level when employed to perform the functions in the Role Definition and taking into account the Indicative Tasks.

Post Logistics Operator Level 2

Role Definition

A Post Logistics Operator Level 2 is employed to perform a prescribed range of functions involving known routines and procedures and some accountability for the quality of outcomes.

An employee at this level performs third party logistics warehousing and fulfilment activities including receiving, picking, packing and despatching, decanting, sequencing stock consistent with this level of skill.

Indicative Tasks

The following tasks are indicative of those performed by an employee at this level:

- Pick and process orders
- Package goods
- Replenish stock
- Despatch stock
- Receive goods
- Participate in stocktakes
- Operate a forklift or Apply quality procedures

Qualifications

An employee who holds a Certificate II in Transport and Distribution (Warehousing and Storage) or equivalent would be classified at this level when employed to perform the functions in the Role Definition and taking into account the Indicative Tasks.

POST LOGISTICS LEVEL 3

Post Logistics Operator Level 3

Role Definition

A Post Logistics Operator Level 3 is employed to perform a prescribed range of functions involving known routines and procedures and some accountability for the quality of outcomes.

An employee at this level performs third party logistics warehousing and fulfilment activities including kitting, processing, testing, and labelling, inventory counting and control within the area of activities and general value adding processes receiving, picking, packing and despatching, decanting, sequencing stock consistent with this level of skill.

Indicative Tasks

The following tasks are indicative of those performed by an employee at this level:

- Pick and process orders
- Replenish stock
- Use infotechnology devices and computer applications in the workplace
- Package goods
- Participate in stocktakes
- Use product knowledge to complete work operations
- Apply quality procedures
- Despatch stock
- Receive goods

Or an employee may perform the following indicative task instead of one of the indicative tasks listed above:

- Operate a forklift

Qualifications

An employee who holds a Certificate II in Transport and Distribution (Warehousing and Storage) and the additional training units required to perform at this level, or equivalent would be classified at this level when employed to perform the functions in the Role Definition and taking into account the Indicative Tasks.

POST LOGISTICS LEVEL 4

Two classifications at this level:

- Post Logistics Operator Level 4
- Post Logistics Services Team Leader

Post Logistics Operator Level 4

Role Definition

A Post Logistics Operator Level 4 is employed to perform a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion and judgment is required in the selection of equipment, services or contingency measures and within known time constraints.

An employee at this level performs third party logistics warehousing and fulfilment activities including inventory control, despatch and returns operations, and undertakes resource planning and cost analysis appropriate to this role whilst adhering to good practices and quality techniques. They may be required from time to time, to lead a small team of workers within their area or elsewhere within the facility to meet business requirements.

Indicative Tasks

The following tasks are indicative of those performed by an employee at this level:

- Complete receiptal/despatch documentation
- Use inventory systems to organise stock control
- Organise despatch operations
- Organise receiptal operations
- Implement and monitor OHS procedures
- Implement and monitor workplace security procedures
- Deliver and monitor a service to customers

Qualifications

An employee who holds a Certificate III in Transport and Distribution (Warehousing and Storage) or equivalent would be classified at this level when employed to perform the functions in the Role Definition and taking into account the Indicative Tasks.

Post Logistics Services Team Leader

Role Definition

A Post Logistics Services Team Leader is employed to perform a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion and judgment is required in the selection of equipment, services or contingency measures and within known time constraints.

This role is to provide leadership to a team of up to 15 Logistics Services Officers in a third party logistics warehousing and fulfilment centre by demonstrating the capability to perform all relevant activities of the Logistics Services Officer. The Post Logistics Team Leader performs data maintenance and interrogation of recorded business information systems as well as resource planning and cost analysis consistent with this role.

Indicative Tasks

The following tasks are indicative of those performed by an employee at this level:

- Lead a work team or group
- Deliver and monitor a service to customers
- Organise warehouse records operations
- Implement and monitor OHS procedures
- Apply product knowledge to organise work operations
- Apply quality systems
- Apply and monitor workplace security procedures

Qualifications

An employee who holds a Certificate III in Transport and Distribution (Warehousing and Storage) or equivalent would be classified at this level when employed to perform the functions in the Role Definition and taking into account the Indicative Tasks.

POST LOGISTICS LEVEL 5

Post Logistics Operations Team Leader

Role Definition

A Post Logistics Operations Team Leader is employed to perform of a broad range of skilled applications including requirements to evaluate and analyse current practices, develop new criteria and procedure for performing current practices and provision of some leadership and guidance to others in the application and planning of skills.

This role is to lead a work team of Post Logistics Operators in a third party logistics warehousing and fulfilment centre, be responsible for monitoring output and performance levels of the work team and process improvement and problem solving in the work area for the work group.

Indicative Tasks

An employee at this level would normally perform the following indicative tasks:

- Coordinate stocktakes
- Collect, analyse and present workplace statistics

- Apply workplace statistics
- Facilitate work teams
- Coordinate quality customer service
- Apply and amend rosters
- Develop and maintain a safe workplace

Qualifications

An employee who holds a Certificate IV in Transport and Distribution (Warehousing and Storage) or equivalent would be classified at this level when employed to perform the functions in the Role Definition and taking into account the Indicative Tasks.

POST LOGISTICS LEVEL 6

Post Logistics Section Team Leader

Role Definition

A Post Logistics Section Team Leader is employed to perform a defined range of skilled operations, usually within a range of broader related activities involving known routines, methods and procedures, where some discretion and judgment is required in the selection of equipment, services or contingency measures and within known time constraints.

The Section Team Leader supervises services and operator teams at the operational level in a smaller third party logistics fulfilment centre or a significant section of the workforce in a multi process centre which may include a high security, perishable or clean room environment. The Section Team Leader ensures best practice resource management and planning processes are established and applied.

Indicative Tasks

An employee at this level would normally perform the following indicative tasks:

- Plan and organise movement and storage of bulk materials
- Apply workplace knowledge to plan improvements to operations
- Establish and manage effective workplace relations
- Manage change processes within the organisation
- Manage people performance
- Develop and maintain operational procedures
- Set and achieve budget

Qualifications

An employee who holds a Diploma of Logistics Management or equivalent would be classified at this level when employed to perform the functions in the Role Definition and taking into account the Indicative Tasks

Interpretation

Indicative tasks: The indicative tasks set out in this Schedule are aligned to the units of competency in TDT Australia's endorsed competency standards in the Transport and Distribution Industry Training Package (TDT02V1). In event of a dispute over the meaning of the indicative tasks the relevant standards will be used to assist interpretation.

SCHEDULE B – SALARY RATES (Clause 24.1)

Classification	3% Increase at Certification (back-dated to 3rd September 2004)	Equivalent Fortnightly Pay	Fortnightly pay with 2.5% Increase 30/6/05	Equivalent Fortnightly Pay	Fortnightly pay with 2.5% Increase 9/3/06	Equivalent Fortnightly Pay	Fortnightly pay with 2% Increase 2/11/06	Equivalent Fortnightly Pay
Level 1	\$30,060	\$1,152.45	\$30,812	\$1,181.28	\$31,582	\$1,210.80	\$32,214	\$1,235.03
Level 2	\$31,300	\$1,199.99	\$32,083	\$1,230.01	\$32,885	\$1,260.76	\$33,543	\$1,285.99
Level 3	\$32,300	\$1,238.33	\$33,108	\$1,269.31	\$33,936	\$1,301.05	\$34,615	\$1,327.08
Level 4*	\$33,300	\$1,276.67	\$34,183	\$1,310.52	\$35,038	\$1,343.30	\$35,739	\$1,370.18
Level 5	\$36,896	\$1,414.53	\$37,818	\$1,449.88	\$38,763	\$1,486.11	\$39,538	\$1,515.82
Level 6	\$40,634	\$1,557.84	\$41,650	\$1,596.79	\$42,691	\$1,636.71	\$43,545	\$1,669.45
*Exception - 13 current LOL3s	\$33,884	\$1,299.06	\$34,731	\$1,331.53	\$35,599	\$1,364.81	\$36,311	\$1,392.11

SCHEDULE C - ALLOWANCES

FIRST AID ALLOWANCE (Clause 28.1)

\$8.10

OVERTIME MEAL ALLOWANCE (Clause 28.3)

\$9.00