



# CWU Log of Claims

## JOB SECURITY AND EMPLOYMENT ARRANGEMENTS

### 1. RRR Agreement

We are seeking for the Retraining, Redeployment and Redundancy Agreement contained within the current Agreement to remain as is and unaltered.

Further, we are seeking clear guidelines to ensure surplus employees are not compulsorily retrenched until all genuine attempts to have been made to identify suitable alternative employment — including redundancy swaps.

### 2. Post Accord – no compulsory retrenchment

In the Reform Accord the Union negotiated with Post last year, we secured a commitment that there would be no involuntary retrenchments arising out of the current reform process. We want that commitment to continue through the life of any new EBA9.

### 3. No Structural Separation or Privatisation

Separation or Privatisation of Australia Post poses a significant threat to efficient and affordable community postal services and jobs. We are seeking a letter of comfort that will restrain Australia Post from taking steps to prepare the company for such scenarios, including a commitment from management that no such avenues will be pursued over the life of the Agreement.

### 4. Customer Service Guarantee

We are seeking a letter of comfort from Australia Post that they will provide the services postal users are paying for over the life of the Agreement. Post has been subjected to significant media scrutiny of late surrounding its failure to meet delivery speeds following reform. It is imperative to the success of Australia Post, and therefore the job security of our members, that postal users do not seek out the services of a competitor due to Post's continuing failure to meet advertised delivery times.

## **5. Three day letter service to and from regional areas**

Along the same lines as the above, the Union is seeking a letter of comfort from Australia Post to ensure that letters posted to and from regional areas are delivered no more than 3 days later for the life of the Agreement.

## **6. Seniority for part-time to full time and casual to permanent conversion**

Seniority should apply when considering the conversion of part-time to full-time employment and also when considering the conversion of casual employment to permanent employment.

## **7. Employment arrangements**

All current employment arrangements should be maintained — in particular, principles surrounding the maximising of full-time employment. Further, fixed-term and casual employees should not be introduced to a workplace without prior agreement with the Union.

## **8. Part-time hours review**

The hours of engagement of part-time employees should be reviewed every six months with a view to only increasing the contracted nominal hours in line with the average actual hours worked in the six-month period directly preceding the review.

## **9. Part-time hours reductions**

Currently Australia Post has to provide three-months' notice to reduce a part-time employees' hours of engagement. We believe this is unfair and are seeking a removal of this provision and where any reduction of hours are considered, the provisions of the RRR Agreement should apply to the employee for the purpose of retraining, redeployment or pro-rata redundancy.

## **10. Minimum engagement**

To ensure continual We are seeking to amend the minimum engagement from three hours per day to 15 hours per week.

## **11. Employee discipline**

The Union is seeking the ability to appeal the outcome of disciplinary matters at the warning counselling level in the Board of Reference under agreed exceptional circumstances.

## **12. Corporate Post offices**

We are seeking a clause that details the Corporate Post Offices in each state that are operating today as the minimum number of Corporate Post Offices in each state.

Further, there are current policies in place that provide for processes to be undertaken prior to conversion of a Corporate Post Office to a Licensed Post Office but there are no similar requirements surrounding Post Office closures.

Specifically, the Union is seeking for no Post Office located within 3km of an LPO to be closed and for a clear process to be developed, including consultation with the Union, in the event a Corporate closure is contemplated.

### **13. Base-grade transfers**

All occupational streams should have access to a fair, simple national transfer process. The principles and process recently agreed to and implemented to apply nationally to Retail employees should be extended to base-grade employees across all occupational groups.

## **PAY, ALLOWANCES, PENALTIES AND ASSOCIATED MATTERS**

### **1. Annual pay increase**

Members work hard and deserve a fair pay increase. The CEO and his executive group's pay pool grew by 35% just this year. Award level employees deserve to be fairly remunerated to meet the rising cost of housing and general living expenses but also to recognise the role they have played in contributing to the ongoing success of the Corporation.

### **2. Discretionary salary movements**

Annual pay increases should not be tied to "performance" outcomes and any offer of such is unacceptable.

### **3. Allowances**

A continuance of the adjustment of allowances at the same rates as annual wage movements as provided for in the current Agreement.

### **4. Housing and cost of living supplement**

We are seeking an additional increase to the remote localities allowance and an extension of it to apply to employees living and working in areas where the cost of housing and living expenses exceed the national average.

### **5. Casual rates**

The incremental salary level for casuals should be abolished and the casual loading should increase to 25% to deter Australia Post from exploiting casual employees at the expense of opportunities of quality, permanent employment.

Further, junior rates should not apply to Christmas Casuals.

## **6. Payroll irregularities**

Where underpayments to an employee occurs, the payment owing to the employee should attract 5% in interest penalties paid daily until the underpayment is rectified.

Any bank default or dishonour fees charged to the employee due to them being unable to meet their financial obligations as a result of an underpayment should be met by Australia Post.

Any agreed recovery of overpayments made to an employee should be capped at 5% of the ordinary salary payable for that period or 5% of the overpayment amount — whichever is lower.

## **7. Processing of allowances, penalties and overtime**

There is no reason that allowances, penalties and overtime can't be paid in the same pay period that the work is performed. The technology is there for this to occur and you shouldn't be waiting up to a month to be paid your entitlements.

## **8. Payslips**

Australia Post payslips are notoriously complicated and difficult to read. We are seeking a payslip that staff can easily understand to ensure they are being paid correctly and on time.

## **9. Delivery penalty rates**

A new minimum penalty rates phase in for new posties and those currently on non-penalty shifts, or incorporate the 15% penalty rate currently paid to the majority of posties in to the ordinary salary rate for all posties.

## **10. Night shift penalties**

We are seeking an extension of the 30% penalty rate to apply to all, traditionally night-shift work, performed between 6:00pm and 8:00pm.

## **11. Shift worker supplement**

We are seeking a 15% shift worker supplement penalty payment to be paid to all shift-workers who do not currently attract a prescribed shift penalty rate. This is in recognition of the days and hours a shift-worker can potentially be rostered on and must be available for at short notice.

## **12. Seven-day shift worker definition**

We are seeking to clearly define all shift-workers as what the current Agreement refers to as "seven-day shift-workers" for the purpose of 200% overtime rates on Saturdays and the provision of the fifth week leave entitlement.

### **13. Protection of current penalty rates**

We are seeking a “no disadvantage” test to be applied to penalty rate income following workplace change resulting in an involuntary change of shift or redeployment under the RRR Agreement.

### **14. Part-time “Additional Hours”**

Currently, part-time employees are only paid at the ordinary rate of pay for working hours above and beyond their nominal hours, with overtime rates not applicable until a part-timer has reached 36.75 actual hours during the ordinary week.

Members complain of regular and consistent abuse of this provision and claim very rare circumstances of ever working just their nominal hours.

We are seeking over-time rates to be payable to part-time employees once their nominal part-time hours of duty have been exceeded in the week.

### **15. Single day higher duties**

If you’re doing the work you should be paid for it –it’s as simple as that. There is no fair reason that higher duties shouldn’t be paid from day one.

### **16. CCC Training wage**

Call centre employees have expressed concern that the trainee wage for operators fails to take into account the type of work undertaken and the speed of induction for new staff.

We are seeking for the training wage to be abolished and for the introduction of a new increment structure.

### **17. Forklift allowance**

We are seeking a forklift allowance of \$15 per day for sole forklift duty.

### **18. Sprintpak wage parity**

Workers performing the same duties across the Australia Post group should be paid the same wage and receive the same conditions. We are seeking for this to apply for Sprintpak workers.

### **19. Shoe allowance**

Shoe allowances should be reinstated for transport. This and other shoe allowances afforded to operational employees should be increased to the Retail shoe allowance level.

### **20. Scanning allowance**

We are seeking a \$10 per day allowance payable to all employees required to utilise a scanner as part of their duties.

## **21. Tech classifications**

An upgrade to the technical classifications structure, including supervisors, should be undertaken reflecting the outcomes of the tech structure review. Rostering arrangements should also be maintained.

## **22. Certificate IV requirements for Tech salary advancement**

Certificate IV qualifications are required to access the top salary point in the technical pay structure. The course is not available or offered in all states. This requirement should be removed or Australia Post should offer to facilitate paid attendance for training in other locations where employees are disadvantaged from reaching the highest pay increment.

## **23. Income protection**

We are seeking for an income protection scheme to be afforded to all employees, ensuring that should they sustain a major injury or serious illness they are not disadvantaged.

Further, “journey cover’ providing income protection and the payment of medical expenses should be reinstated to employees covering their trip to and from work.

## **24. Part Private Health Insurance supplement**

We are seeking for a supplement that assists employees in taking up private health insurance coverage.

## **25. Cease the exploitation of Retail relief “head station”**

We are seeking to stop the exploitation of a Retail relief employee’s head station for the purpose of reducing Post’s obligations to pay ETT and other applicable allowances.

## **26. Emergency duty and recalls**

We are seeking for the emergency duty payments provisioned in Clause 17.5 of the current Agreement to apply to employees recalled to duty who are defined as “restricted” by Clause 17.6.

# **SUPERANNUATION**

## **1. No APSS changes**

Australia Post can exercise certain discretions over the APSS fund. We are seeking a letter of comfort that the fund will not be closed and that actual benefits available to members of the scheme will not be reduced over the life of the Agreement.

## **2. Increase Superannuation rate**

Strong superannuation entitlements are more important now than ever before. To meet the increased demand on self-funded retirees, we are arguing for a modest increase in the rate of superannuation payments across both defined benefit and accumulation funds to 15%.

### **3. Reverse unfair AWOTE changes**

Unfair changes to average salary indexation for APSS members whose superannuation salary exceeds their nominal salary were made unilaterally by Australia Post during this EBA term, affecting 16,000 employees.

The Union is seeking for these unfair changes to be reversed and for a letter of comfort that secures the changes.

### **4. Review the default accumulation fund**

The CEPU has growing concerns about the fees being levied by AMP against accumulation fund members. We are seeking a joint view of the default scheme to identify a suitable fund that maximises returns and minimises fees levied against members' accumulated benefits.

### **5. Primary carer superannuation supplement**

Primary carers taking unpaid leave from the workforce to raise their children don't deserve to be punished in their retirement. We are seeking for measures that supplement superannuation earnings during periods of unpaid parental leave that level the retirement playing field for primary carers of children under school-age.

## **LEAVE**

### **1. Family and domestic violence leave**

We are seeking 10 days per year to assist employees who may be victims of family and domestic violence who require additional support. This leave is to be accessible prior to availing of other leave entitlements.

### **2. Reasonable approval of leave**

Members have reported the unfair and inconsistent rejections of ARL and LSL requests. We are seeking process improvements that ensure members are afforded reasonable access to avail of their leave entitlements.

### **3. ARL rostering**

In workplaces where leave periods are rostered in advance, there should be local participation and consultation in producing a roster that accommodates employees as fairly as possible.

### **4. Seven Day shift workers**

We are seeking for all shift working employees for the purpose of the ability to potentially roster them for duty on Saturdays and Sundays to be afforded an additional week of annual recreation leave per year with no further qualifier.

## **5. Retail extended hours**

We are seeking for the current local agreement which applies in NSW and the ACT (employees to only be voluntarily rostered for Saturday, Sunday and night trading and via overtime or additional hours only) to be extended to all retail employees nationally.

If this is not agreed to, Retail employees should be reclassified as seven day shift workers for the purpose of accruing an additional week of annual recreation leave per year in line with point 4 above.

## **6. Leave credits and rostering**

Approvals of annual leave rostering should take into account the employee's leave credits available at the time the leave is due to be taken. Employees should not be forced on to leave without pay because leave credits were not available at the time their rostered leave was due to be taken.

## **7. Cashing out of sick leave**

Notwithstanding the important role that sick leave plays in employee health, we are seeking the ability for excess accrued sick leave to be paid out as cash in special individual circumstances.

## **8. Pay-out of sick leave**

Notwithstanding the above, we are seeking the ability for unused sick leave to be paid to an employee upon termination.

## **9. Cashing out of annual leave**

We are seeking to remove the 'window' system where ARL can only be cashed out at certain times of the year.

## **10. Reduced attendance rostering (RAR or RDOs)**

We are seeking for RAR or RDO arrangements to only be varied or removed with the Agreement of employees and their Union.

## **11. Medical evidence requirements for accessing sick leave**

We are seeking for Australia Post to accept medical certificates issued by pharmacies in lieu of General Practitioners in instances of minor illnesses or injuries for the purpose of providing evidence to access sick leave entitlements.

Employees are finding it more and more difficult to access a GP for the purpose of certifying their illness or injuries on the same day that leave occurs. Allowing employees to be certified by a pharmacy would negate this growing concern.

## **DISPUTE RESOLUTION**

### **1. Removal of mediation process**

The Fair Work Commission's conciliation process is an adequate avenue of mediating through disputes that are not resolved internally. An additional mediation process after conciliation serves no purpose other than to frustrate the resolution of a dispute when conciliation fails. This process has been seldom used since its introduction and we are seeking for it to be removed.

### **2. Removal of executive requirement for Arbitration**

Currently, where conciliation and mediation fails to resolve a dispute, the Union requires approval from its National Executive prior to commencing an arbitration process against Australia Post in an effort to resolve a dispute (Clause 42.6.2). We are seeking a removal of this requirement.

### **3. Dispute resolution training**

Effective dispute resolution training for workplace authorised Union representatives is imperative to ensuring disputes are resolved efficiently at the local level.

The Union is seeking to increase the paid training allowed to CEPU AURs from two days per year to five days per year.

### **4. Board of Reference Chairperson appointment**

We are seeking for Australia Post and the CEPU to jointly agree to the appointment of the Board of Reference Chairperson and other internal appeal boards without the assistance of the Fair Work Commission.

## **HEALTH AND SAFETY**

### **1. Occupational Health and Safety**

A review and strengthening of Clause 3 of the current Agreement allowing WHS matters pertaining to the Agreement to be enforceable.

### **2. Work rates**

Clause 39 of the current Agreement prevents management from using sort and machine rates from unfairly managing a worker's performance.

Where sort and machine rates are to be utilised for managing performance, the Union is seeking to be consulted on this prior to any performance management or disciplinary process being undertaken.

### **3. Adequate relief**

The Union is seeking a commitment from Australia Post to provide adequate and sufficient relief staffing in their occupational areas.

Insufficient relief has resulted in work practices such as unreasonably high and dangerous levels of overtime across all occupational groups.

### **4. Extreme weather**

The Union is seeking a clear set of principles to apply to employees when working in or affected by extreme weather conditions or events.

### **5. Board of Reference review of harassment and bullying complaints**

Members continue to complain of harassment and bullying complaints that go nowhere. We are seeking for the outcomes of serious harassment and bullying complaints lodged by employees to be open to review and/or appeal by the Board of Reference.

### **6. Joint Australia Post / CEPU investigations in death and serious injury incidents**

Where serious incidents occur that result in the death or significant injury of an employee, your Union wants to review of the circumstances that led to the incident occurring to be conducted jointly with the active involvement of your Union's nominees.

### **7. 2016 workers' compensation review**

Recommendations and agreed commitments arising out of the high level 2016 workers' compensation review should be incorporated into any new Agreement.

## **CONSULTATION**

### **1. Review of Clause 33**

Clause 33 deals with consultation with employees and their representatives when Australia Post is considering major workplace change.

The Union is seeking a review of this Clause to ensure that employees are afforded genuine, open and transparent consultation rights with the bona-fide opportunity to furnish alternative proposals that mitigate any negative effects the proposed changes may have on their employment terms and conditions.

We also believe that major workplace change should be introduced with the agreement of the Union, not just following consultation with the Union.

### **2. New technology and equipment**

We are seeking specific consultation arrangements surrounding the introduction of new technology and equipment that may have negative effects on our members.

### **3. Christmas arrangements**

The Christmas peak period brings challenges for the Union and Australia Post. We are seeking a requirement for Post to initiate consultation by October each year with the State Union Branches on proposed Christmas peak period work and staffing arrangements.

These talks should proceed with a view to finalising Christmas arrangements prior to peak period operational changes being implemented.

## **GENERAL MATTERS**

### **1. Minimum duration**

Minimum three-year duration of any new Agreement.

### **2. Letters of comfort**

All letters of comfort, side letters, letters of commitment entered offered at the commencement and during the term of the current Agreement should be incorporated into the body of any new Agreement either directly or by reference to ensure the obligation is able to be enforced for the life of the Agreement.

### **3. Non-certified industrial agreements**

Any current non-certified industrial agreements should be incorporated into the body of any new Agreement either directly or by reference to ensure the obligation is able to be enforced for the life of the Agreement.

### **4. Principal Determination**

The status of the Australia Post Principal Determination and Australia Post's intended utilisation, if any, of this determination should be tabled in negotiations for further consideration.

### **5. Principal Union clause reinstated**

The Agreement should reinstate the recognition of the CEPU as the principal Union for Australia Post employees.

### **6. Access to inductions**

CEPU access to new-employee inductions should occur for a minimum of 45 minutes.

### **7. Guidelines, rights and responsibilities of Union Delegates**

Recognition, guidelines, rights and responsibilities of CEPU and CPSU Union delegates, including the CEPU Delegates' Charter, should be reinstated in any new Agreement.

## **8. Memorandum of Understanding**

All remaining relevant content contained in the current EBA8 MOU agreements between Australia Post and CEPU Branches should be reinstated in to the general body of any new Agreement.

## **9. Buy Australian Policy**

We are seeking a letter of comfort that Australia Post will not only procure new uniforms and protective clothing in consultation with affected employees, but that priority be given to Australian manufactured products to support Australian jobs.

## **10. Uniforms and personal protective equipment**

All Australia Post employees, regardless of occupational stream, should be entitled to receive a free corporate uniform and any personal protective clothing or other equipment.

## **11. Canteens in large establishments**

In facilities that employ over 100 staff should provide permanent canteens for the provision of affordable food and drink to employees during working hours.

## **12. Tea breaks**

We are seeking for all part-time employees to be provided with one 15 minute paid tea break and for all full-time employees to be provided with two 15 minute paid tea breaks.