

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/243

TITLE: CFMEU Work Place Enterprise Agreement 2000

I.R.C. NO: 00/2050

DATE APPROVED/COMMENCEMENT: 1 June 2000

TERM: 20 months

**NEW AGREEMENT OR
VARIATION: New Replaces EA 97/10**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Clerical and Administrative Employees (State) Award

PARTIES: Construction Forestry Mining and Energy Union, New South Wales (Construction and General Division) -&- Federated Clerks' Union of Australia, New South Wales Branch

ENTERPRISE BARGAINING AGREEMENT 2000-2001

Clause 1 TITLE

This agreement shall be known as the CFMEU Work Place Enterprise Agreement 2000

Clause 2 ARRANGEMENT

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Clause 3 INTRODUCTION

The agreement is made between the CFMEU and members of the Federated Clerks Union NSW Branch (FCU) working for the CFMEU Construction & General Division NSW Branch.(CFMEU)

The CFMEU, its employees and their representatives need to establish a workforce which is committed to the mission of the CFMEU and its long term growth. In establishing such a commitment it will be necessary to continue to improve and develop the skills that the CFMEU requires of its employees, particularly in regard to changes in technology. Accordingly

appropriate training will be provided to all staff as required, to enable them to perform their duties in a professional manner.

Both parties to this agreement confirm their commitment to the Sexual Harassment & Discrimination Policy.

The agreement shall apply to all current and future employees of the CFMEU covered by the Clerical & Administrative Employees (State) Award.

Clause 4 DEFINITIONS

“Act” means Industrial Relations Act 1996.

“Agreement” means this enterprise agreement.

“CFMEU” means the Construction Forestry Mining Energy Union Construction & General Division, NSW Branch.

“FCU” means the Australian Services Union

“Award” means the Clerical and Administrative Employees (State) Award

Clause 5 INTENTION

The purpose of this agreement is to regulate the pay rate and terms and conditions of employment of FCU members and for persons eligible to become members.

Clause 6 PARTIES BOUND

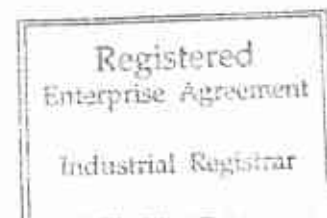
This is an agreement between the Construction Forestry Mining and Energy Union (Construction and General Division) NSW Divisional Branch, hereinafter referred to as the CFMEU and the Australian Services Union of Australia, New South Wales Branch, hereinafter referred to as the FCU.

Clause 7 APPLICATION

This agreement shall be binding upon the FCU, its members and persons eligible to become members, employed by the CFMEU.

Clause 8 RELATIONSHIP WITH AWARDS

This agreement shall be read and interpreted wholly in conjunction with the Clerical & Administrative Employees (State) Award, provided that where there is any inconsistency between this agreement and the Clerical & Administrative Employees (State) Award, this agreement shall take precedence to the extent of the inconsistency.



Clause 9 WAGE RATES & CLASSIFICATIONS

9.1 Wage rates are set out in Appendix A

Classifications

The employer and employees union representatives will review and/or redefine existing classifications within 6 months of the EBA being signed and will implement such structures where there is mutual agreement by all parties.

The classification structure

GROUP 1. Secretarial

- PA to State Secretary
- Legal/Industrial/Workers Compensation Assistant
- Wage Claims Assistant
- Wollongong Wage Claims Assistant
- E BA Assistant
- Executive Secretary

GROUP 2. Regional Office Assistant

This classification shall apply to Membership Services clerks employed at Lidcombe Office, Wollongong Office & and Newcastle Office

GROUP 3. Membership Services Clerk

Grade 1

This classification shall apply to those office workers currently employed as at 1/1/2000 in the Membership Services Department, Switch/Reception and General Clerical areas

Grade 2

This classification shall apply to all office workers employed after 1/1/2000 in the Membership Services Department, Switch/Reception and General Clerical areas
Grade 2 employees may be subject to review and reclassification to grade 1 within 12 months of their initial employment.

Clause 10 MISSION OF WORK PLACE EFFICIENCY AGREEMENT

The mission of the agreement is to support and promote the mission of the CFMEU.

The CFMEU mission is to continue to develop an innovative and efficient network, providing the highest level of membership service and satisfaction, through encouraging everyone's participation in the long term success of the CFMEU.



PROFICIENCY ALLOWANCE

A proficiency Allowance of \$15.00 per week shall be payable to all Group 2 & 3 employees who successfully demonstrate their competence and knowledge of union related issues outlined in Appendix B. This shall be known as Proficiency Allowance 1.

A proficiency Allowance of \$15.00 per week shall be payable to all Group 2 & 3 employees who successfully demonstrate their competence and knowledge of union related issues outlined in Appendix C. This shall be known as Proficiency Allowance 2. Candidates for Proficiency Allowance 2 must have successfully applied for and obtained Proficiency Allowance 1.

Payments made under the provisions of Clause 27 of this agreement will be absorbed as part of any Proficiency Allowance entitlement.

Group 2 & 3 Employees may apply for assessment for a Proficiency Allowance once every calendar year.

Assessment will be by way of written and/or oral Examination conducted by the General Manager. Assessment results are not subject to appeal and will be treated in confidence. All candidates will be debriefed on their performance. Where a candidate is unsuccessful, they will be assisted in overcoming shortcomings in order to support them in any future applications.

Clause 11 OBJECTIVES OF THE WORK PLACE EFFICIENCY AGREEMENT

In working towards the mission of the agreement the parties will work together to achieve productivity and efficiency improvements in the workplace.

The parties acknowledge that the following objectives are essential in successfully achieving the mission of the agreement.

11.1 Communications

11.1.1 To facilitate open, frank and honest communications on a timely basis between management and employees on all issues relevant to the workplace.

11.1.2 To continue to work towards a harmonious working environment that encourages the development of trust, communication and team work between parties.

11.2 Change

11.2.1 To establish, through consultation, an atmosphere that is conducive to the acceptance of, and readiness for, change that improves productivity and efficiency in the work place.

11.3 Personal Initiative

11.3.1 To establish a process whereby more efficient and secure ways of processing and handling CFMEU members and operational requirements will be identified, developed and implemented.

11.3.2 Within the scope of the consultative process, all members will be actively supported and encouraged to participate in the initiation and implementation of better ways of performing assigned duties.

11.4 Developing Skills

11.4.1 To provide reasonable training which will enable employees to develop the skill required by the CFMEU.

11.5 Active Multi Skilling

11.5.1 Consistent with the intent of the classification structure, employees are encouraged to work to the limit of their skills and in a manner that seeks to achieve flexibility of employment and cross-utilisation of skills.

Clause 12 CONSULTATIVE PROCESS

The parties recognise that the success of enterprise bargaining will be dependent on the effective communication between all parties to the agreement and at the work place.

To facilitate the development of effective communications, the agreed following consultative process will be used for the purpose of consultation under the agreement.

This process provides the mechanism for exchanging ideas. It involves employees being consulted about decisions related to their job and the best way to do it. It brings about the introduction of change planned by management, in consultation with employees.

CONDITIONS OF EMPLOYMENT

Clause 13 HOURS

13.1 Ordinary hours worked per week are:

Group 1	35.00 hours
Group 2	35 00 hours
Group 3	35.00 hours
Juniors	35.00 hours

The hours worked are exclusive of meal and/or rest breaks over a 19 day month between the hours of 8.00am and 5.00pm

GROUP 1 Employees commencing time shall be 8.30am, finishing time 5pm Monday to Friday

GROUP 2 Employees commencing time shall be 8.30am, finishing time 5pm Monday to Friday

GROUP 3 Employees commencing time shall be 8.30am, finishing time 5pm Monday to Friday

Any variations of starting and finishing time will be by mutual agreement of both parties

13.2 There shall be a one hour meal break, between 12 .00 noon and 2pm. In consultation with all employees a roster of lunch breaks will be drawn up with breaks either at 12.00 to 1.00pm or 1.00 to 2.00pm. While every effort will be made to accommodate personal preference if agreement cannot be reached the allocation will be at the Union's discretion.

13.3 All employees shall be entitled to two paid rest periods of 10 minutes each day, the times and rosters drawn up by the Union management, for the purpose of taking morning and afternoon tea break.

- 13.4 All employees accept that when public transport is disrupted because of industrial disputes or any other cause it is their responsibility to organise alternative means of transport. The Union will make every endeavour to assist and accommodate staff who request it, however those who choose to absent themselves will not be paid for that period.

Clause 14 OVERTIME PAYMENTS

All time worked by a day worker in excess of 35 hours per week, dependent upon the contact of employment or outside of the span of ordinary hours shall be paid at overtime rates in accordance with the Clerical & Administrative Employees (State) Award.

Clause 15 PERFORMANCE BONUS

In an effort to improve the effectiveness of the Union in delivering service to the membership a performance allowance of \$300 will be paid to each staff member annually on 1st December provided he/she personally achieves the stated goals outlined in Appendix D. and the staff as a whole achieve a community standard as set out in Appendix D. The performance areas addressed include:

Punctuality Improvement in start and finish times, and time taken for morning & afternoon tea breaks.

Attendance Reduction in the number of days absent excluding annual leave and medical certificated sick leave of 3 consecutive days or more.

Clause 16 ROSTERED DAY OFF

The rostered day off shall be the same day as that which is observed as the arranged building industry rostered day off. An employee may, with the agreement of the CFMEU, select a day other than that referred to in this clause, as their rostered day off.

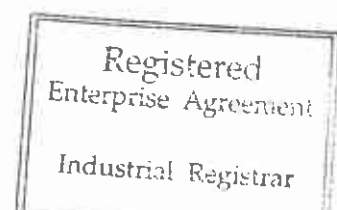
Should the CFMEU require an employee to work on the said rostered day, they shall do so provided that at least 48 hours notice is given.

Rostered days off may be accumulated up to 5 days total, and taken at a mutually agreed time.

Clause 17 SICK LEAVE

All staff are entitled to 10 days ordinary sick leave for each full year of service applicable after the 3 months qualifying period. Provided that any sick leave taken in the first three months may be withheld until the employee completes 12 months service. Employees taking sick leave must notify their nominated supervisor within 1 hour of their normal start time. In all other aspects Sick Leave provisions of the Clerical and Administrative Employees (State) Award shall apply. All sick leave not taken in any year shall be fully cumulative.

Sick leave payments shall be made, to a limit of 5 days in any one calendar year, when a member of the immediate family of a staff member is ill and requires the presence of that person throughout the illness. Such leave shall be granted in accordance with clause 23 of the award and shall be deducted from the employee's sick leave entitlement.



Clause 18 ANNUAL LEAVE

All employees are entitled to four (4) weeks annual leave after twelve (12) months' continuous service. Application Forms requesting leave must be handed in to their supervisor 1 month in advance and taken at a mutually agreed time. . All applications for annual leave will be responded to within 7 working days. In all other aspects the Annual Leave provisions of the Clerical and Administrative Employees (State) Award shall apply.

With the exception of O Grasevski and S Jovcevski, employees shall take annual leave on working days that fall between December 26 and January 1 each year.

The annual leave loading shall be calculated at 25% of the Gross Rate of the Employee.

Clause 19 SPECIAL CHRISTMAS PAYMENT/ADDITIONAL LEAVE

With the exception of O Grasevski and S Jovcevski all employees shall receive an additional payment in December each year equal to the gross wage value of working days falling between December 26 and January 1 each year.

O Grasevski and S Jovcevski shall take as additional leave at normal pay, working days falling between December 26 and January 1 each year.

Clause 20 FID CHARGES

Each employee shall receive the sum of \$1.00 per week to offset FID charges as a result of wages being directly paid into a bank or other financial institution.

This amount will be reviewed from time to time according to bank charge increases.

Clause 21 LONG SERVICE LEAVE

Long Service Leave shall be in accordance with the 1955 Long Service Leave Act, as amended, provided that employees shall receive 13 weeks entitlement after 10 years of continuous service, and shall receive pro rata payment for service between 5 and 10 years should termination of employment occur for reasons other than misconduct. For the purpose of long service leave junior employees shall have their service as such included.

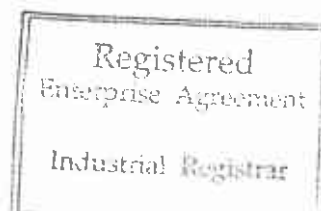
Clause 22 SUPERANNUATION

The CFMEU will pay into the Construction and Building Unions Superannuation Scheme (C+BUS), 7% of the gross ordinary weekly wage including all allowances, or an amount equal to the Superannuation Guarantee Levy which ever is the greater.

Clause 23 STUDY LEAVE

Employees shall be entitled to paid study leave while undergoing agreed training.

Payment will be made for relevant text books and for fees incurred on production of receipts and on achievement of successful results. Special circumstances will be taken into consideration by management if unsuccessful results are posted.



Employees required to attend weekend study courses by the employer shall be entitled to an equivalent amount of leave as soon as practicable, but in any event within one calendar month of the time of the study.

Whenever an employee is required to attend during normal working hours, examinations in an approved course he/she may do so without loss of ordinary pay.

Clause 24 OCCUPATIONAL HEALTH AND SAFETY

The CFMEU and employees bound to observe the provisions of this Agreement, shall also cooperate positively in respect of obligations pursuant to the Occupational Health and Safety Act 1983 as amended.

Clause 25 REVIEW OF AGREEMENT

At least three months prior to the expiration of the agreement the parties will commence discussions on the replacement of the agreement taking into account the current and unforeseeable circumstances at the time.

Clause 26 DISPUTES SETTLEMENT PROCEDURE

- 26.1 Where a dispute arises in a particular establishment which cannot be resolved between the employees or their representative, and the supervising staff, it shall be referred to the General Manager.
- 26.2 If the dispute is not resolved at this level the matter shall be referred to the FCU.
- 26.3 If the dispute remains unresolved following discussions, it shall be notified under Section 130 of the Industrial Relations Act 1996.

Whilst this procedure is being followed work shall continue as normal.

Clause 27 NO DISADVANTAGE

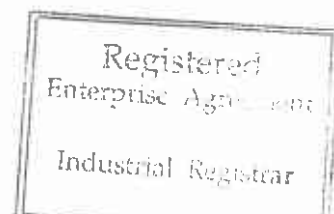
Arising from the implementation of this agreement no employee will suffer a disadvantage in respect of rates of pay.

Clause 28 NO EXTRA CLAIMS

The FCU and its members agree not to pursue any extra claims against the CFMEU for the life of this agreement. However if the increase in the Consumer Price Index is greater than the increases provided for in this Enterprise Agreement, these rates will be subject to further review.

Clause 29 RATIFICATION

Signatures that follow testify to the fact that this agreement shall come into effect from the date of signing.



Clause 30 DURATION

This agreement shall commence on the date of signing and shall expire on 31st December 2001.

The signatures that follow testify to the fact that the classification schedule and the wage rates as outlined in appendix A shall come into effect from the first pay period on or after the 1st January 2000.



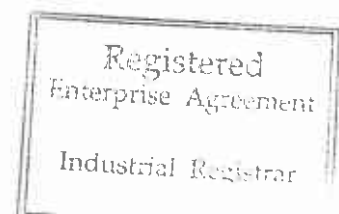
.....
Signed on behalf of the CFMEU



.....
Signed on behalf of the FCU

Date: 31/3/00

Date: 10.4.00



APPENDIX A

Nothing in this agreement shall prevent the employer from granting additional over award and/or agreement payments nor will the granting of such be used as a precedence for similar claims.

Nothing in this agreement shall prevent the employer from establishing additional classifications as the need arises nor will this be used as a means to claim an adjustment in relativities.

Rates applicable from 1/1/2000 to 31/12/2001

CLASSIFICATION

GROUP 1. Secretarial

PA to State Secretary	\$792.31
Legal/Industrial/Workers Compensation Assistant	\$733.85
Wage Claims Assistant	\$733.85
Wollongong Wage Claims Assistant	\$713.38
E BA Assistant	\$713.38
Executive Secretary	\$684.36

GROUP 2. Regional Office

Regional Office Assistant	\$637.25
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GROUP 3. Membership Services

Membership Services Clerk Grade 1	\$611.76
Membership Services Clerk Grade 2	\$566.04

JUNIOR RATES:

Age

At 17 years	\$298.42
At 18 years	\$353.68
At 19 years	\$397.90
At 20 years	\$442.10
At 21 years	GROUP3. Membership Services Grade 2

NO DISADVANTAGE

In line with Clause 26 the following additional weekly payments apply:

Sue Redfern	\$22.20
O Graveski	\$46.38
S Jovcevski	\$3.84
C Mead	\$8.80
J Hadid	\$23.87 to 6/8/2000 \$26.53 from 7/8/2000



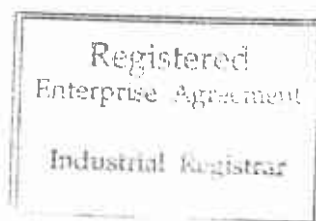
APPENDIX B

Assessment of the following areas of union operations will be completed as outlined:
All verbal assessments (1, 4, 7, 8, 9,) should be undertaken at one time, with a separate single application for all the written assessments (2, 3, 5, 10) and further applications made separately for the practical units (6, 11, 12)

1. Understand & interpret Cumulative Statement Records. Verbal assessment
2. Compose elementary business letters on the Union's PC Word processing package & print out formatted version on letterhead. Written assessment
3. Understand and appropriately respond in writing to membership correspondence.
Written assessment
4. Identification of issues and make appropriate referrals to the Officer responsible.
Verbal Assessment
5. Organisers areas and their office they are based in. Written assessment
6. Basic Switchboard Operation. Practical demonstration over a 1 week period
7. Picnic day arrangements state wide. Verbal Assessment
8. Knowledge of ALL charging classifications, their use and relevance. Verbal Assessment
9. Knowledge of and interpretation of ALL fields pertaining to the Membership record
Verbal Assessment
10. Identification of Miscellaneous Receipts including the main categories:
Sundry Receipts
Contra Receipts
Debtors
Wage Claims
Written assessment
11. Till Balancing Practical demonstration over a 1 week period
12. Day Cash Reconciliation. Practical demonstration over a 1 week period

As competence is demonstrated in the above units staff will be called upon to apply that knowledge to their day to day activities and demonstrate their capacity independent of supervisory assistance.

Sample Assessment Modules will be available from 1st June 2000.
Applications for assessment will be accepted from 1st June 2000.



APPENDIX C

A prerequisite for assessment of the following areas of union operations is the successful completion of ALL units outlined in Appendix B.

Assessment of the following areas of union operations will be completed as outlined:

All verbal assessments (1, 2, 3, 4, 7, 8,) should be completed at one time, with a separate single application for all the written assessments (5, 6, 9)

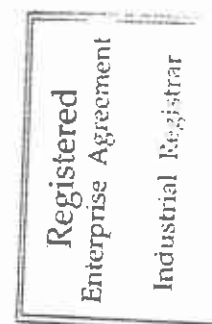
1. Union Associated Entities, their relationship with the Union and the services they provide

These include:

- Mt Druitt Workers Club
- Sutherland District Trade Union Club
- Long Service Leave Corp
- Taylor & Scott
- Drug & Alcohol Committee
- C+Buss
- ACIRT
- BWAC
- C/TASS Coverforce
- COMET
- Kent St Medical Centre
- MEND
- Workers Health Centre
- Welfare Rights Centre
- ACE Super
- Work Cover Authority

Verbal Assessment

2. Electronic Receipt Book Inquiry . Verbal Assessment
3. Understand interpret Payroll Deductions statements. . Verbal Assessment
4. A working knowledge of the application of Union Policy in relation to:
 - Resignations
 - Unemployment
 - Workers Compensation
 - Sickness
 - Verbal Assessment
5. Manual calculation of Credits and the Union Policy upon which it is based.
 - Written assessment
6. Crediting Unpaid Union Dues in other circumstances. Written assessment
7. Major areas of membership eligibility. . Verbal Assessment
8. Knowledge of and interpretation of ALL fields pertaining to the Delegate record.
 - Verbal assessment
9. Understand and appropriately respond in writing to complex membership queries involving multiple issues. Written assessment



As competence is demonstrated in the above units staff will be called upon to apply that knowledge to their day to day activities and demonstrate their capacity independent of supervisory assistance.

Sample Assessment Modules will be available from 1st June 2000.

Applications for assessment will be accepted from 1st June 2000

September 2000
September 2000

APPENDIX D

Eligibility for payment of performance bonus will be subject to each individual achieving the following targets throughout each calendar year.

Punctuality: A maximum of 8 late morning starts without an acceptable reason.
A maximum of 5 late returns from tea-break.

Attendance: A maximum of 8 days absence per calendar year excluding annual leave, long service leave, and any other pre-arranged leave.

