

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/360

TITLE: **CFMEU Work Place Enterprise Agreement 2005**

I.R.C. NO: IRC5/5743

DATE APPROVED/COMMENCEMENT: 16 November 2005 / 31 October 2005

TERM: 26

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/243.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by the Construction, Forestry, Mining and Energy Union (Construction and General Division NSW Branch), located at 12 Railway Avenue, Lidcombe NSW 2141, and, without limiting the generality of the foregoing, shall include telephonists, receptionists, cashiers, messengers, copy persons, payroll, secretaries and personal assistants, who fall within the coverage of the Clerical and Administrative (State) Award.

PARTIES: Construction, Forestry, Mining and Energy Union (New South Wales Branch) -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

CFMEU Work Place Enterprise Agreement 2005

Clause 1 TITLE

This agreement shall be known as the CFMEU Work Place Enterprise Agreement 2005.

Clause 2 INTRODUCTION

The agreement is made between the CFMEU Construction & General Division NSW Branch (CFMEU) and members of the United Services Union (USU) working for the 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, and, without limiting the generality of the foregoing, shall include telephonists, receptionists, cashiers, messengers, copy persons, payroll, secretaries and personal assistants.

Clause 3 POSTING OF THE AGREEMENT

Upon signing of the Agreement, a copy in loose leaf form shall be provided by the Union to each permanent employee. Copy of variations or additional provisions in the Agreement shall be provided as they occur.

Clause 4 INDUCTION PROCESS

Upon a new employee entering the premises, a copy of the Agreement shall be provided no later than one week into their employment. A meeting between the new employee and USU delegate/co-delegate shall occur on the first day of employment.

Clause 5 USU MEMBERS OFFICIAL MEETINGS

Should the need for a meeting of all employees arise, a paid consultation meeting may be approved on the following basis:

- a) The duration of the meeting shall be agreed upon 48 hours prior to the meeting.
- b) No bans and limitations are imposed as a result of the meeting
- c) 48 hours notice will be provided to management, the notice will include the subject matters to be canvassed.
- d) The switchboard/reception areas in all offices will be staffed for the duration of the meeting.

Clause 6 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.

"USU" means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union ('United Services Union')

"Award" means the Clerical and Administrative Employees (State) Award

Clause 7 INTENTION

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

Clause 8 PARTIES BOUND

This is an agreement between the Construction Forestry Mining and Energy Union Construction and General Division NSW Branch, hereinafter referred to as the CFMEU and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union ('United Services Union'), hereinafter referred to as the USU.

Clause 9 APPLICATION

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

Clause 10 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 11 POSITIONS VACANT

When a position becomes vacant within the organisation, the vacancy will be advertised internally. All staff are welcome to apply for the position and shall be given a complete job description. Applications shall be assessed for suitability, an interview will be arranged where appropriate. Should the staff member's application not be successful a meeting to discuss the application will be arranged.

Clause 12 WAGE RATES & CLASSIFICATIONS

12.1 Wage rates are set out in Appendix A

The classification structure

GROUP 1. Secretarial/Administrative

- Executive PA
- Payroll/Accounts Clerk
- Legal/Industrial/Workers Compensation Assistant
- Wage Claims Assistant
- Wollongong Wage Claims Assistant
- Executive Secretary/EBA assistant
- Secretary
- Secretarial Assistant grade 1
- Secretarial Assistant grade 2

GROUP 2. Regional Office Assistant

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

GROUP 3. Membership Services Clerk

Grade 1

This classification shall apply to those office workers employed in the Membership Services Department, Switch/Reception and General Clerical areas appointed to the role of:

Membership Accounts Assistant
and/or
Membership Administration Assistant

Grade 2

This classification shall apply to those office workers employed as a membership services clerk for more than 12 months in the Membership Services Department, Switch/Reception and General Clerical areas.

Grade 3

This classification shall apply to office workers initially employed as a membership services clerk in the Membership Services Department, Switch/Reception and General Clerical areas. Grade 3 employees may be subject to review and reclassification to grades 2 or 1 any time after their initial employment.

Grade 4

This classification shall apply to office workers employed in the Membership Services Department, Switch/Reception and General Clerical areas whose duties are restricted to routine tasks under general supervision. Grade 4 employees may be subject to review and reclassification to grades 3, 2 or 1 at any time after their initial employment.

Clause 13 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.

13.1 Communications

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

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

13.2 Change

13.2.1 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.

13.3 Personal Initiative

13.3.1 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.

13.3.2 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.

13.4 Developing Skills

13.4.1 To provide reasonable training which will enable employees to develop the skill required by the CFMEU. All training is to be provided by qualified personnel, with recognised accreditation being gained upon successful completion of that training.

13.5 Active Multi Skilling

13.5.1 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 14 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.

Clause 15 HOURS

15.1 Ordinary hours worked per week are 35 hours.

15.2 Ordinary hours are worked Monday to Friday between the hours of 8.30am and 5.00pm.

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

15.4 All employees shall be entitled to a one hour unpaid 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 noon to 1.00pm or 1.00pm to 2.00pm. While every effort will be made to accommodate personal preference if agreement cannot be reached the allocation will be at the CFMEU management's discretion.

15.5 All employees shall be entitled to two rest periods of ten minutes each, for the purpose of taking morning and afternoon tea. Of this 20 minutes, 12 minutes is paid time and 8 minutes is unpaid time. The times and rosters for these breaks are drawn up by CFMEU management.

15.6 All employees accept that when public transport is disrupted because of disasters, natural or otherwise, 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. If an employee does not attend work they will not be paid. Should an employee attend work before the expiration of 4 hours of their normal rostered start time they will be paid for all their rostered hours. The Union will consider reimbursement of additional expenses incurred in reaching work. Any reimbursement will be subject to Executive officer approval and will be considered on a case by case basis.

Clause 16 PART TIME EMPLOYMENT

It is recognised by the parties to this agreement that permanent full time employment is preferable. Wherever practicable, work practices will be arranged in such a manner to maximise full time employment opportunities. However, it is equally recognised by the parties that the needs of both the CFMEU and its employees change.

This agreement is intended to provide flexibility in the day to day operation of the CFMEU and meet the family responsibilities of employees.

Each request for part time employment will be looked at on a case by case basis taking into consideration the needs of the individual while balancing the work requirements of the position.

Notwithstanding anything in the foregoing, the decision to employ anyone in a part time capacity shall be at the absolute discretion of the CFMEU.

Where it is determined that part time work is appropriate the following conditions of employment shall apply:

1. Accrual of a rostered day off shall not apply to part time employees.
2. Part time employees shall have a minimum daily engagement of 4 hours and a maximum daily engagement of 7 hours and 30 minutes.
3. All time worked outside of the hours stated above shall be paid at overtime rates
4. The Christmas close down provisions at Clauses 21 and 22 of the agreement, will apply to part time employees. Where payment is applicable, part time employee rostered hours will be expressed as a percentage of a full time employees hours (35) and payment shall be made on a pro-rata basis.
5. Should a part time position become available, either through additional hours of work being required or because an incumbent employee vacates the position, existing selection procedures as set out in this agreement will be undertaken to fill the position. The position shall be filled at the absolute discretion of the CFMEU.
6. The paid maternity leave provisions of this agreement shall be applied to part time employees on a pro-rata basis.
7. Part time employees shall not be rostered for less than 12 hours per week.
8. Annual, long service and sick leave shall accumulate and be paid on a pro-rata basis.
9. Should a full time employee change to part time employment, all hours of annual, long service and sick leave shall be calculated and placed in a separate 'accrual bank'. When one of these forms of leave is accessed by the employee, the leave will be paid out of the full time accruals and paid at full time rates until such time as these accruals are exhausted.
10. Should a public holiday fall on a day on which a part time employee is rostered to work, the part time employee will be paid for the public holiday on a pro-rata basis and at the employees request have the option to access annual leave payment to make up any shortfall in ordinary time earnings.
11. Should a public holiday fall on a day on which a part time employee is rostered off, the part time employee shall be granted a day in lieu (DIL day) which will be paid on a pro-rata basis. The employee will have the option to access annual leave payment to make up any shortfall in earnings.

The DIL day will be taken at a time mutually agreed between the employee and their supervisor within 12 months or will be added to annual leave at the employee's request on the first occasion that annual leave is taken.

Clause 17 JUNIOR TRAINING PROGRAMME

The CFMEU Junior Training Programme is regarded as part of the CFMEU contribution and commitment to addressing the problem of youth unemployment, training and development.

Junior applicants will be offered employment for a specified period to the date of their 21st birthday. The aim of the programme is to equip trainees with the practical on the job experience to complement tertiary studies.

The goal is to retain all trainees as permanent employees upon completion of their training period however this is dependant upon the availability of work and the level of competency attained by each individual.

At the completion of each training programme the Union will endeavour to place graduates in a senior position, should one be available at the time. Such placement is provisional upon the graduate satisfying the relevant job requirements relating to any senior position available.

Wage rates are set out in Appendix A

Clause 18 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.

When so ever 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 19 OVERTIME

When an employee working overtime, finishes work at a time when the usual means of transport are not available, then the employer shall

- (a) provide transport or shall pay the employee at his/her ordinary rate for the time occupied in getting home;
- (b) pay the employee any additional outlay incurred in reaching his/her home by reasonable means of transport

Should an employee be required to work overtime beyond 7pm, the employee will be given paid time to move their motor vehicle into the CFMEU Parking area or be provided transport to their vehicle or home.

In computing overtime any portion of an hour of less than thirty minutes shall be reckoned as thirty minutes and any portion in excess of thirty minutes shall be reckoned as one hour.

Overtime shall be offered to the relevant department employees before seeking people from other departments to work the overtime.

Clause 20 OVERTIME PAYMENTS

All time worked by a day worker in excess of 35 hours per week, dependent upon the contract 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 21 ROSTERED DAY OFF

All full time employees are entitled to one rostered day off every four weeks.

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. Where an employee rostered off is required to work on the day concerned because of the needs of the Union, a day in lieu is to be provided at a time convenient to both parties.

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

Clause 22 SICK LEAVE

All staff are entitled to 10 days ordinary sick leave for each full year of service applicable on a pro rata basis for the first year of service only.

Any sick leave taken in the first three months may be withheld until the employee completes 3 months service.

With the exception of the first two single days in any one year any sick leave taken shall be subject to the production of a doctors certificate.

Employees taking sick leave must notify their nominated supervisor within 1 hour of their normal start time.

In all other aspects the 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 the employees accumulated entitlement, 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 23 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 must 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's pay.

Clause 24 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 25 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 26 SUPERANNUATION

The CFMEU will pay into the Construction and Building Unions Superannuation Scheme (C+BUS), 9% of the gross ordinary weekly wage including all allowances, or an amount equal to the Superannuation Guarantee Levy which ever is the greater.

Clause 27 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.

The CFMEU is committed to an early intervention and rehabilitation programme for the prevention of repetitive strain injury and any other Occupational Health & Safety work hazards. The programme includes the encouragement of early reporting of symptoms and the right to independent rehabilitation services. Participation in the rehabilitation programme will not jeopardise employee's job security.

Clause 28 MATERNITY LEAVE

All pregnant employees covered by this agreement shall be paid maternity leave under provisions at their ordinary rate of pay for a period of six weeks, provided they are permanently employed and have 12 months continuous service, and resume work in a full time capacity after maternity leave for a continuous period of 6 months. Should an employee terminate their employment prior to this 6 month period, entitlement to paid maternity leave shall be on a pro rata basis of 1 week for each month worked.

Conditions of Maternity Leave See Annexure "C"

Clause 29 PERFORMANCE BONUS

In an effort to improve the effectiveness of the Union in delivering service to the membership employees are eligible for a performance bonus of up to \$600 in any calendar year.

The performance bonus is linked to two areas: punctuality and attendance. The requirements for punctuality and attendance are detailed in Appendix B.

Any employee who achieves the individual punctuality and attendance requirements in Appendix B in one calendar year will be paid \$300 on the first pay period in December of that year.

If the staff as a whole achieve the community punctuality and attendance standards 1 in Appendix B in one calendar year, all employees who achieve the individual punctuality and attendance requirements will be paid an additional \$100 on the first pay period in December of that year.

If the staff as a whole achieve the community punctuality and attendance standards 2 in Appendix B in one calendar year, all employees who achieve the individual punctuality and attendance requirements will be paid an additional \$200 on the first pay period in December of that year.

Clause 30 SECURITY OF ENTITLEMENTS

An employer bound by this agreement may utilise a fund to meet all or some of the entitlements to Annual Leave, Long Service Leave, and redundancy. Where an employer utilises such a fund payments made by a fund designed to meet an employer's liabilities under this clause to employees eligible for redundancy or other employee entitlements shall be set off against the liability of the employer under this clause, and the employee

shall receive the fund payment or the benefit under the other provisions of this agreement whichever is the greater, but not both.

Clause 31 CLOTHING

Employees are entitled to purchase up to 5 items of designated CFMEU clothing per year at 20% of the purchase price. The range of clothing is at the sole discretion of the CFMEU.

Clause 32 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.

Clause 33 DISPUTES SETTLEMENT PROCEDURE

- 33.1 Where a dispute arises in a particular establishment which cannot be resolved between the employees and their union representative, and the supervising staff, it shall be referred to the General Manager.
- 33.2 If the dispute is not resolved at this level the matter shall be referred to the USU.
- 33.3 If the dispute remains unresolved following discussions, it shall be notified under Section 130 of the Industrial Relations Act 1996.
- 33.4 Where an official USU representative/s is/are required for a dispute and hopeful settlement, the USU representative/s shall be paid their ordinary rate of pay whilst trying to resolve the issue.
- 33.5 Whilst this procedure is being followed work shall continue as normal.

Clause 34 NO DISADVANTAGE

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

Clause 35 NO EXTRA CLAIMS

The USU 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 36 RATIFICATION

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

Clause 37 DURATION

This agreement shall commence on the 31 October 2005 and shall expire on 31st December 2007.

Signed on behalf of the CFMEU

Signed on behalf of the USU

Date:

Date:

APPENDIX A – RATES OF PAY

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 precedent 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 01/01/05 to 31/12/2007

Incremental pay dates		1/01/2005	31/12/2005	31/12/2006	
CLASSIFICATION		\$	\$	\$	
GROUP 1. Secretarial/Administrative					
	Executive PA	902.19	938.28	975.81	
	Payroll/Accounts clerk	875.91	910.95	947.39	
	Legal/Industrial Workers Compensation	835.62	869.05	903.81	
	Wage Claims Assistant	835.62	869.05	903.81	
	Wollongong Wage Claims Assistant	812.32	844.81	878.60	
	Executive Secretary	779.27	810.44	842.86	
	Secretarial Assistant Grade 1	711.91	740.38	770.00	
	Secretarial Assistant Grade 2	644.54	670.32	697.14	
Junior Rates GROUP 1.					
	Age:				
	At 17 years	407.76	424.07	441.04	
	At 18 years	483.28	502.61	522.71	
	At 19 years	543.70	565.45	588.07	
	At 20 years	604.09	628.26	653.39	
	At 21 years	Group 1 Secretarial/Administrative			
GROUP 2. Regional Office					
	Regional Office Assistant	725.63	754.65	784.84	
GROUP 3. Membership Services					
	\$723.51	Membership Services Clerk Grade 1	752.45	782.55	813.85
	\$669.81	Membership Services Clerk Grade 2	696.60	724.47	753.45
	\$619.75	Membership Services Clerk Grade 3	644.54	670.32	697.13
	\$551.90	Membership Services Clerk Grade 4	573.98	596.94	620.81
Junior Rates GROUP 3.					
	Age				
	At 17 years	339.81	353.40	367.53	
	At 18 years	402.73	418.84	435.59	
	At 19 years	453.09	471.21	490.06	
	At 20 years	503.41	523.55	544.49	
	At 21 years	Group 3 Membership Services			

NO Disadvantage

In line with Clause 34 the following additional weekly payments apply:

OlgaGrasevski \$46.38
 Silvana Jovceski \$3.84

APPENDIX B

Eligibility for payment of performance bonus will be subject to each individual achieving the following targets throughout each calendar year and the staff as a whole achieving the stated community standard.

Punctuality: A maximum of 6 late morning starts without an acceptable reason.
A maximum of 5 late returns from tea-break or lunch.

Community Standard1 A minimum of 60% of staff shall achieve the Punctuality requirement
A maximum of 6 late morning starts without an acceptable reason.
A maximum of 5 late returns from tea-break or lunch.

Community Standard2 A minimum of 60% of staff shall achieve the Punctuality requirement
A maximum of 4 late morning starts without an acceptable reason.
A maximum of 3 late returns from tea-break or lunch.

Attendance: A maximum of 6 days absence per calendar year excluding annual leave, long service leave, and any other pre-arranged and approved leave.

Community Standard1 A minimum of 60% of staff shall achieve the attendance requirement
A maximum of 6 days absence per calendar year excluding annual leave, long service leave, and any other pre-arranged and approved leave.

Community Standard2 A minimum of 60% of staff shall achieve the Punctuality requirement
A maximum of 4 days absence per calendar year excluding annual leave, long service leave, and any other pre-arranged and approved leave.

The performance bonus will be paid on the following scale:

Individual Achievement	\$300.00
Community attendance and punctuality Standard 1	\$100.00
Community attendance and punctuality Standard 2	\$200.00

APPENDIX C

Maternity leave is leave taken in connection with a pregnancy or birth of a child.

Where a pregnancy terminates more than 20 weeks before the expected date of birth, the employee is not entitled to maternity leave. In these cases, absences should be covered by the use of the employee's leave credits. Where a pregnancy terminates within 20 weeks of the expected date of birth, the employee remains entitled to maternity leave.

Paid Maternity Leave

Eligible employees are entitled to a maximum of 6 weeks paid maternity leave and an option of unpaid leave up to a maximum 52 weeks leave in total. The 6 weeks paid maternity leave entitlement may be divided into 6 weeks leading up to the expected date of confinement or 6 weeks after the actual date of birth. This 6 weeks is the maximum paid entitlement available and cannot be extended under any circumstances. An employee's entitlement to maternity leave expires 52 weeks from when they first commence maternity leave.

To be eligible to receive the 6 weeks paid maternity leave employees must:

- have 12 months continuous service, during which they were entitled to personal/holiday/carer's leave.

Accordingly, employees who are not entitled as a condition of their employment to personal/carer's/holiday pay are not eligible to receive paid maternity leave.

Employees, who have less than 12 months continuous service, when their maternity leave commences, are not entitled to paid maternity leave.

Other leave entitlements:

If an employee is sick before the date the period of maternity leave commences, normal personal/sick leave provisions will apply. Employees may apply for paid personal/holiday leave during periods of unpaid maternity leave at any time they are unfit for duty. Approval for personal/holiday/sick leave, on the basis of illness during unpaid maternity leave, is subject to the production of a satisfactory medical certificate. Employees also have access to recreation leave and long service leave whilst on unpaid maternity leave. However the total period of time away from work must not exceed 52 weeks.

As maternity leave is provided to enable an employee to be absent for reasons associated with childbirth, other forms of leave without pay may not be substituted for unpaid maternity leave.

The first 6 weeks of leave will count as service for all purposes whether or not it is paid. Maternity leave without pay does not count as service for any purpose, but does not break continuity of service.

Application Process:

To apply for maternity leave, an employee must complete and submit an Application for Leave form to their manager. An application can be made for any length of time up to the maximum 52 week period. It is possible for an employee to apply for leave without pay after their 52 week maternity leave period. The granting of this leave is at the discretion of the CFMEU.

Return to work:

When an employee returns to work, after a period of maternity leave, they must be placed in the position of similar status and same remuneration, to the position held prior to maternity leave.

Employees should discuss, with their manager, return to work options prior to starting maternity leave, in order to develop a clear understanding of the planned dates for leave and return to work.

An employee may apply in writing to resume duty, at any time, after the birth of the child, by submitting a request to resume duty to the union. Once an employee has returned to work, they are no longer considered to be on maternity leave.