

TERMINATED

## ENTERPRISE AGREEMENT

NO: E.A. 10 /1997

DATE REGISTERED: 7-2-97

PRICE: \$ 18-00

# ENTERPRISE BARGAINING AGREEMENT

## Clause 1 TITLE

This agreement shall be known as the CFMEU Work Place Enterprise Agreement 1995

## Clause 2 ARRANGEMENT

- 1 Title
- 2 Arrangement
- 3 Introduction
- 4 Definitions
- 5 Intention
- 6 Parties Bound
- 7 Application
- 8 Relationship with Awards
- 9 Wage Rates & Classification
- 10 Mission of Workplace Efficiency Agreement
- 11 Objectives of the Workplace Efficiency Agreement
- 12 Consultative Process
- 13 Hours
- 14 Overtime Payments
- 15 Rostered Day Off
- 16 Sick Leave
- 17 Annual Leave
- 18 Special Christmas Payment
- 19 Christmas Shopping Time
- 20 Easter Close Down
- 21 Uniform Allowance
- 22 FID Charges
- 23 Long Service Leave
- 24 Superannuation
- 25 Study Leave
- 26 Occupational Health & Safety
- 27 New Employees
- 28 Review of Agreement
- 29 Disputes Settlement Procedure
- 30 No Disadvantage
- 31 No Extra Claims
- 32 Ratification
- 33 Duration
- 34 Declaration

## Clause 3 INTRODUCTION

The agreement is made between the CFMEU and the Federated Clerks Union (FCU).

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.

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

**Clause 4 DEFINITIONS**

"Act" means Industrial Relations Act 1991. *ew CB*

"Agreement" means this enterprise agreement.

"CFMEU" means the Construction Forestry Mining Energy Union.

"FCU" means the Federated Clerks Union

"Award" means the Clerks (State) Award. *CB*

**Clause 5 INTENTION** *ew CB*

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** *ew CB*

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 Federated Clerks Union of Australia, New South Wales Branch, hereinafter referred to as the FCU.

**Clause 7 APPLICATION** *ew CB*

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** *ew CB*

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

**Clause 9 WAGE RATES & CLASSIFICATIONS**

9.1 Wage increase and options are set out in Appendix A

9.2 During the life of this agreement the parties are committed to adopting a classification structure based upon the Victorian (State) Clerks Award.

As a result of the adoption of a new classification structure, some employees may receive further wage increases.

9.3 Employees engaged prior to the signing of this agreement shall elect which option they prefer. Options are contained in Appendix A.

**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.

## **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 This will be achieved through the successful establishment of the consultative process as outlined in Clause 12 of the agreement.

11.1.3 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.

## **12.1 Work Place Efficiency Groups**

These groups will be established in accordance with prevailing management structures that exist from time to time. The group will consist of:

12.1.1 Representatives of the CFMEU's management.

12.1.2 Representatives nominated by employees and/or all employees effected should the CFMEU consider it desirable.

The purpose of these discussions is to

12.1.3 Raise issues within the agreement.

12.1.4 Investigate other issues that may lead to improvements in productivity and efficiency at the work place.

12.1.5 Improve the flow of information between the CFMEU and its employees on decisions that effect the employees.

12.1.6 Ensure the group works within the framework established by the agreement.

## **CONDITIONS OF EMPLOYMENT**

### **Clause 13 HOURS**

13.1 Ordinary hours worked per week may be 33.1/4 or 35 as determined at the point of engagement or by mutual agreement, exclusive of the afternoon tea break over a 19 day month.

13.1 There may be a 15 minute break in the morning and afternoon or as determined at the point of engagement or by mutual agreement

### **Clause 14 OVERTIME PAYMENTS**

All time worked by a day worker in excess of 33 1/4 or 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 Clerks (State) Award.

### **Clause 15 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 16 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 is credited to the employee at the end of the year. All sick leave not taken in any year shall be fully cumulative.

Sick leave payments shall be made, to a limit of 5 days, 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 Federal Family Leave provisions and shall be deducted from that years sick leave entitlement.

**Clause 17 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 and taken at a mutually agreed time.

Provided that junior employees and others engaged after the signing of this agreement 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 18 SPECIAL CHRISTMAS PAYMENT**

At the election of the employee engaged prior to this agreement, with the exception of junior employee(s), working days falling between December 26 and January 1 each year may be taken as annual leave.

If such a choice is made, the employee shall receive a special Christmas payment equal to their ordinary rate of pay, less allowances, multiplied by the number of working days falling between December 26 and January 1 of each year.

**Clause 19 CHRISTMAS SHOPPING TIME**

Employees may be entitled to half day shopping in December of each year, on a rostered basis after a three (3) month qualifying period. This arrangement shall be determined at the point of engagement or by mutual agreement.

**Clause 20 EASTER CLOSE DOWN**

Employees may be entitled to cease work at 12 noon on Easter Thursday, provided that if required, those rostered to work shall be entitled to alternate half days leave. This arrangement shall be determined at the point of engagement or by mutual agreement.

**Clause 21 UNIFORM ALLOWANCE**

A uniform allowance of \$221.40 may be payable during the first pay period in November and each subsequent full year of service for an employee who has worked for the Union for three months or more on a pro rata basis.

In determining the pro rata payment, part time work shall be considered on the basis of a comparison of hours worked over the period of employment.

The uniform allowance represents the equivalent value of two replacement uniforms.

Provided that an amount equivalent to this allowance, averaged over a 12 month period, may be incorporated into an employees gross weekly wages.

This allowance will increase in accordance with any future pay increases not contained in this agreement.

#### **Clause 22 - FID CHARGES**

Each employee shall receive the sum of 70 cents 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 23 LONG SERVICE LEAVE**

Long Service Leave shall be in accordance with the 1995 Long Service Leave Act, as amended, provided that employees shall receive 13 weeks entitlement after 10 years of continuous service.

#### **Clause 24 SUPERANNUATION**

The CFMEU will pay into the Construction and Building Unions Superannuation Scheme (C+BUS), the sum of \$40.00 provided that this amount is greater than requirements in respect to the Superannuation Guarantee Levy).

#### **Clause 25 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.

Whensoever 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 26 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 27 OPTIONS**

Employees engaged after 1 January 1996 shall be paid in accordance with Option 2 of this agreement.

Employees engaged prior to 1 January 1996 may select any of the three available options contained within this agreement.

**Clause 28 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 foreseeable circumstances at the time.

**Clause 29 DISPUTES SETTLEMENT PROCEDURE**

- 29.1 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 appropriate manager of the employer.
- 29.2 If the dispute is not resolved at this level the matter shall be referred to the FCU.
- 29.3 If the dispute remains unresolved following discussions between the Union and the appropriate manager of the employer, it shall be notified under Section 188(1) of the Industrial Relations Act 1991.

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

**Clause 30 NO DISADVANTAGE**

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

**Clause 31 NO EXTRA CLAIMS**

The FCU and its members agree not to pursue any extra claims against the CFMEU for the life of this agreement.

**Clause 32 RATIFICATION**

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

**Clause 33 DURATION**

This agreement shall commence from the first full pay period on or after the date of ratification and shall expire on 30 December 1997..

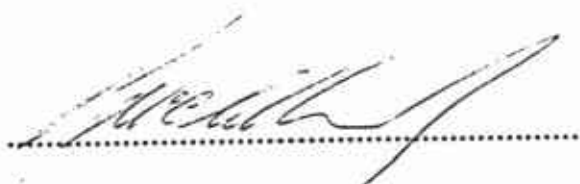
**Clause 34 DECLARATION**

Parties to this agreement declare that it:

- Is not contrary to the public interests;
- Is not unfair, harsh or unconscionable
- Was not entered into under duress; and
- Is in the interest of the parties.



The signatures that follow testify to the fact that this Agreement shall come into effect from the first pay period on or after the date of registration.



Signed on behalf of the CFMEU

.....

(date)

*23/1/97*



Signed on behalf of the FCU

*14.1.97*  
.....

(date)

**APPENDIX A**

**OPTION 1**

Grade 1 From 3.1.96	\$19.82
1.1.97	\$19.82
<b>Total</b>	<b>\$39.64</b>

Grade 2 From 3.1.96	\$18.97
1.1.97	\$18.97
<b>Total</b>	<b>\$37.95</b>

**OPTION 2**

In addition to the above

**GRADE 1 & 2**

Xmas Shopping 1/2 day	\$1.14
Easter 1/2 day	\$1.14
35 Hour week	\$26.08
Clothing Allowance	\$4.26
Xmas Close Down	\$4.72
<b>Total</b>	<b>\$37.35</b>

**OPTION 3**

As above in 2 with the exception of \$4.72 Xmas Close Down, total \$32.63

<b>OPTION 1</b>	<b>DATE</b>	<b>GRADE 1</b>	<b>GRADE 2</b>
	3.1.96	\$515.38	\$493.33
	1.1.97	\$535.20	\$512.30
<b>OPTION 2</b>	<b>DATE</b>	<b>GRADE 1</b>	<b>GRADE 2</b>
	3.1.96	\$52.73	\$30.68
	1.1.97	\$72.55	\$49.65
<b>OPTION 3</b>	<b>DATE</b>	<b>GRADE 1</b>	<b>GRADE 2</b>
	3.1.96	\$48.01	\$25.96
	1.1.97	\$67.83	\$44.93

**JUNIOR RATES**

17 years	\$270.00
18 years	\$320.00
19 years	\$360.00
20 years	\$400.00

Note: Junior rates above are based upon a 33 1/4 hour week. Should the junior employee work a 35 hour week the total rate shall be increased by 1.75 of the hourly rate applying to the age of the junior employee.

Service Increments paid prior to the signing of agreement will be maintained. These rates are inclusive of allowances mentioned above.

The rates provided in appendix A take effect on and from the date of registration. Employees covered by the agreement at the date of registration will receive these rates from 3.1.96 or the date of employment whichever is the later.