

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA08/31

TITLE: **Catholic Cemeteries Board Maintenance Employees
Enterprise Agreement 2008 - 2011**

I.R.C. NO: IRC8/1747

DATE APPROVED/COMMENCEMENT: 22 September 2008 / 11 February 2008

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**NEW AGREEMENT OR
VARIATION:** Replaces EA05/340.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all maintenance employees employed by Catholic Cemeteries Board, located at Lidcombe NSW 2141, (Barnet Avenue, Rookwood Cemetery), who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

PARTIES: Catholic Cemeteries Board -&- The Funeral and Allied Industries Union of New South Wales Branch

**CATHOLIC CEMETERIES BOARD
MAINTENANCE EMPLOYEES**

ENTERPRISE AGREEMENT

2008 - 2011

ARRANGEMENT

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1. Title

This agreement shall be called the Catholic Cemeteries Board Maintenance Employees Enterprise Agreement.

2. Parties to the Agreement

This agreement is made between the Catholic Cemeteries Board (the "Employer"), the Funeral and Allied Industries Union of NSW (the "Union") and the maintenance employees employed by the Catholic Cemeteries Board.

3. Scope of the Agreement

This agreement shall apply to all maintenance employees engaged by the Catholic Cemeteries Board on or after the date of lodgement of this Agreement.

4. Objects of the Agreement

In reaching this Agreement the parties acknowledge:

- 4.1 the need to maintain a working environment that is consistent with the Employer's Mission to the Catholic Church;
- 4.2 that productivity and efficiency have a growing influence in the funeral industry and that the employer is expected to do more with the same level of resources;
- 4.3 the employer is committed to quality improvement which is accorded the highest priority to ensure long term job security for maintenance employees;
- 4.4 a mutual responsibility to maintain and develop the standard of work with the employer and the public perception of its staff and service;
and
- 4.5 the need to maintain the long term financial viability of the employer.

5. Classification Structure

Every maintenance employee will be classified from Level 1 to Level 5 as set out in Annexure A. The minimum rate of pay per week for a full-time employee at each classification shall be as set out in the table in clause 7.

6. Hours of Work and Rostered Days Off

- 6.1 Ordinary working hours for a full-time employee are based on 38 hours per week. Part-time employees are engaged for a regular number of hours less than this.
- 6.2 Hours shall be worked on a 20 day cycle of eight hours from Monday to Friday between the hours of 6.30am and 6.00pm, with 0.4 of an hour each day (24 minutes) of working time accruing as an entitlement towards a Rostered Day Off (RDO) each month. This RDO is paid as though a usual working day.
- 6.3 The RDO shall be taken within each month, between Monday to Friday, on a day allocated by the employer. Once an employee's RDO has been rostered, the employee may ask to renegotiate this date provided that a minimum of 5 working days is provided to the employer.
- 6.4 An employee cannot take RDOs on consecutive days.
- 6.5 A day taken as annual leave or any other form of leave, paid or unpaid, shall not count towards the accrual of hours for a RDO.
- 6.6 Where an employee is absent on the working day (or part of a working day) before or after a RDO, the employee shall provide an explanation for the absence to the employer's satisfaction, which may include a doctor's certificate. Unless an acceptable explanation is provided to the employer, the employee shall not be entitled to payment for that RDO (or that part of the day) the employee was absent.

7. Wages

- 6.4 The minimum weekly rate of pay for full-time maintenance employees shall be in accordance with the following table and shall apply from the first full pay period commencing on or after the relevant date:

Level	11 February 2008 4% Increase	1 July 2008 3% Increase	11 February 2009 3.5% Increase	11 February 2010 3% Increase
Level 1	695.62	n/a	719.97	741.57
Level 2	732.21	n/a	757.88	780.61
Level 3	777.08	800.39	828.40	853.23
Level 4	806.56	830.76	859.84	885.64
Level 5	872.48	898.65	930.10	958.00

- 7.2 Wages shall be paid weekly by electronic transfer.

7.3 Part-time employees shall be paid an hourly rate which is the appropriate full-time weekly rate divided by 38. Casual employees shall be paid at the part-time hourly rate plus a loading of 20% as compensation for other entitlements.

8. Allowances

The minimum allowances payable to full-time employees shall in accordance with the following table:

Allowances:	Amount:
Allowance for Exhumation requiring the removal of Human Remains from a grave filled with soil	\$440 per body exhumed
Allowance for Vault Transfer requiring the removal of Human Remains from a Vault, Tomb or Crypt to another Vault, Tomb or Crypt	\$90 per body transferred
Meal Allowance where employees are required to work at a location that does not have suitable facilities and are on-site at the lunch break	\$18.00 per employee

9. Use of Employer Vehicles

Level 5 employees are entitled to utilise an employer vehicle in accordance with the relevant employer policy regarding such use.

10. Annual Leave

10.1 Refer to the Annual Holidays Act 1944

11. Sick Leave

11.1 An employee who is unable to attend for duty during their ordinary working hours due to personal illness or incapacity shall be entitled to a maximum of 12 days paid sick leave in any year of service.

11.2 Sick leave is paid at an employee's ordinary rate of pay. There is no entitlement to such paid leave for any period in which an employee is entitled to workers' compensation.

11.3 An employee shall, as soon as reasonably practicable, and in any case within 24 hours of the commencement of such absence, inform the employer of their inability to attend for duty and as far as possible, state the nature of their illness or injury and the estimated duration of the absence.

11.4 The employee shall provide a medical practitioner's certificate or a statutory declaration for any absence in excess of single day, except in the case of a single day absence before or after a public holiday or RDO in which case such evidence will be required for that single day.

- 11.5 Failure to provide such satisfactory evidence as detailed in 11.4 may result in deduction of an ordinary day's pay for each day's absence; provided that where a pattern of single day absences develops, the employee's sick leave record will be subject to management review, and, where warranted, disciplinary procedures may result.
- 11.6 Untaken sick leave at the end of 12 months shall be cumulative.
- 11.7 As an alternative to accumulating untaken sick leave, at the end of each calendar year an employee may choose to cash out their untaken sick leave.
- Sick leave may be cashed out in accordance with the following procedure:.
- 11.7.1 On the pay day that falls in the week before Christmas, employees who have elected to cash out their current unused sick leave shall receive this payment via electronic transfer.
- 11.7.2 The payment rate for cashed-out sick leave shall be the ordinary weekly rate as at the date the payment is made.
- 11.8 Except as provided by 11.7 above, unused sick leave may not be cashed out.
- 11.9 For the purpose of this clause, service accrued before the date of coming into force of this Agreement shall be counted as service.

12. Bereavement Leave

- 12.1 An employee, other than a casual employee, shall be entitled to a maximum of 2 days bereavement leave without deduction of pay on each occasion of the death of a family member in Australia.
- 12.2 For the purposes of this clause "family member" means a parent, step-parent, foster parent, grandparent, spouse, sibling, child, step-child, adopted child, or foster child of the employee or their spouse.
- 12.3 The employee is required to provide evidence of death that is acceptable to the employer.

13. Public Holidays

- 13.1 The following days shall be observed as public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.
- 13.2 An employee who ordinarily works on a day that a public holiday falls will be entitled to their ordinary pay for that day. If the public holiday falls on a day that is not an employee's usual work day, no payment

shall be received.

- 13.3 All work performed on a public holiday shall be paid at the rate of double time and a half for all hours worked.
- 13.4 Where an employee is absent on the working day (or part of a working day) immediately before or after any public holiday as listed in clause 13.1, the employee shall provide an explanation to the employer's satisfaction, which may include a doctor's certificate. Unless an acceptable explanation is provided to the employer, the employee shall not be entitled to payment for that public holiday

14. Saturday and Sunday Work

- 14.1 In addition to the ordinary rate of pay, all time worked on Saturday shall be paid for at the rate of time and one-half with a minimum of four hours' payment.
- 14.2 All time worked on Sunday shall be paid for at double time and one-half with a minimum of four hours' payment.
- 14.3 Working hours on Sundays shall not commence before 7.45am.

15. Overtime

- 15.1 All overtime worked on a weekday will be paid at the rate of time and one-half for the first two hours and double time thereafter. Overtime worked on weekends will not attract an additional loading beyond those specified for weekend work in Clause 13.
- 15.2 When deemed necessary by the employer, employees shall perform work on Saturday and/or Sunday, where practicable in rotation, and shall work reasonable overtime when required.
- 15.3 Overtime will be available for maintenance and burial services for a maximum ten employees on Saturdays between 1 September and 31 March each year.
- 15.4 For burial services taking place between 1 April and 31 August when overtime rates apply, a minimum of two employees will be required, depending on funeral requirements.
- 15.5 Overtime done on Saturday will commence at least 2 hours prior to the commencement time of the funeral. Depending on funeral requirements, there may be occasions when employees on duty will be required to commence earlier than 2 hours prior to the funeral.
- 15.6 In computing overtime, time worked shall be calculated to the nearest 15 minutes, 5 minutes or less to be disregarded.

16. Meal Breaks and Rest Pauses

- 16.1 Part-time and full-time employees shall be entitled to an unpaid meal break of not less than thirty minutes nor more than one hour after working for five consecutive hours.
- 16.2 On each working day, employees shall be also be allowed a rest pause of twenty minutes' duration between 9.00am and 9.20am without loss of pay. Such rest pauses shall be taken, in default of agreement, at a place nominated by the employer.
- 16.3 Where an employee needs to wash up at the conclusion of their day's work, such time taken will not be counted as paid working hours.

17. Exhumation and Vault Transfers

Exhumations and Vault Transfers may be performed subject to the conditions as detailed and agreed to between the parties as documented at Annexure B to this Agreement.

18. Termination of Employment

- 18.1 Employment may be terminated by either party giving notice in accordance with the table below, or by the payment or forfeiture of salary in lieu of such notice:

Length of Service	Period of Notice:
up to 1 year of service	1 weeks notice
between 1 and 3 years of service	2 weeks notice
between 3 and 5 years of service	3 weeks notice
over 5 years of service	4 weeks notice

- 18.2 The period of notice by the employer is increased by 1 week if the employee is over 45 years of age and has completed at least 2 years continuous service.
- 18.3 By mutual agreement these notice periods may be waived.

19. Grievance Procedures

The procedure for the resolution of workplace disputes will be in accordance with the following procedural steps:

- 19.1 Procedures relating to grievances on individual employees:
 - 19.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- 19.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 19.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 19.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
- 19.1.5 While a procedure is being followed, normal work must continue.
- 19.1.6 At an employee's request, he/she may be represented by the union.

19.2 Procedure for a dispute between employer and employee:

- 19.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 19.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 19.2.3 While a procedure is being followed, normal work must continue.
- 19.2.4 For the purposes of each procedure, the employer may elect to be represented by an external party and the employee may elect to be represented by the union or other external party.

20. Redundancy

Where positions held by full-time or part-time employees are declared redundant, an appropriate consultation process shall be undertaken and provision made for notice and severance pay as set out below:

20.1 The following table of notice, or pay in lieu of such notice, will apply:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

20.2 The following table of severance pay will apply:

Length of Continuous Service	Amount of Severance Payment	
	Employee Under 45 Years of Age	Employee 45 Years of Age or Over
Less Than 1 Year	Nil	Nil
1 Year or Over but Under 2 Years	4 weeks pay	5 weeks pay
2 Years or Over but Under 3 Years	7 weeks pay	8¾ weeks pay
3 Years or Over but Under 4 Years	10 weeks pay	12½ weeks pay
4 Years or Over but Under 5 Years	12 weeks pay	15 weeks pay
5 Years or Over but Under 6 Years	14 weeks pay	17½ weeks pay
6 Years and More	16 weeks pay	20 weeks pay

20.3 A 'weeks pay' means the ordinary weekly rate of pay as at the date of termination, exclusive of overtime payments.

21. Term

This Agreement shall have a nominated term which will expire on 11 February 2011.

.....
 Michael McMahon
 Chief Executive Officer
 Catholic Cemeteries Board

.....
 Aiden Nye
 Secretary
 Funeral and Allied Industries
 Union of New South Wales

Classification Structure

5.1 Level 1

A Level 1 position is one where the employee may have no relevant training or experience; and

- (i) for a major part of the time performs duties involving application of standard procedures which require the use of limited discretion; and
- (ii) works under direct supervision, either individually or in a team environment, to a level of training held by the individual; and
- (iii) where appropriate will undergo training to enable the employee to progress to a suitable position at level 2 upon attainment of the requisite skills.

Without limiting the foregoing, a Level 1 employee may be required to perform the following indicative duties:

- (iv) undertakes trimming edges, laying turf, pruning trees, mowing lawns, sowing, planting, weeding, spreading fertilizer, clearing shrubs and trimming hedges; and
- (v) sweeping and cleaning areas, gutters and drains; and
- (vi) uses and performs routine maintenance on hand- tools, motor mowers and edges; and
- (vii) attends funeral services at pre-prepared graves; and
- (viii) performs garbage service.

A Level 1 employee may be required to obtain a learner's permit pursuant to Section 17(10) and Section 17A (5b) of the Construction Safety Act, 1912 (NSW).

5.2 Level 2

A Level 2 position is one where the employee:

- (i) undertakes for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and
- (ii) works under routine supervision, either individually or as a member of a team, to a level of training held by the individual.

Without limiting the foregoing a Level 2 employee may be required to perform the following indicative duties in addition to a Level 1 employee:

- (iii) attending to grave sites and services as required;
- (iv) preparing new grave sites for turf and maintaining grave areas;
- (v) operating grave equipment which may include setting up tents, boards, lowering and raising devices;
- (vi) preparing and closing crypts and interments.

A Level 2 employee may be required to:

- a) enrol in a TAFE Certificate in Urban Horticulture or equivalent course;
- b) demonstrate experience in landscaping, horticulture and/or equivalent activities.

5.3 Level 3

A Level 3 position is one where the employee:

- (i) undertakes duties which involve some initiative and decision making to a level of training held by the individual; and
- (ii) has responsibility for the quality of their own work subject to routine supervision.

Without limiting the foregoing a Level 3 employee may be required to perform the following indicative duties in addition to those duties performed at a lower level:

- (iii) ensuring that all grave sections are prepared correctly and able to identify a grave location;
- (iv) attending funeral services at prepared graves;
- (v) carrying out Exhumations on a voluntary basis;
- (vi) undertaking Vault Transfers and prepare vaults for interments
- (vii) has an understanding of plant selection, irrigation systems and pruning techniques;
- (viii) may perform administrative tasks in relation to inventory control and ordering and receiving equipment;
- (ix) may be required to operate all mechanical equipment in the exercise of duties;
- (x) performs mausoleum interments.

A level 3 employee may be required to:

- a) hold a Power Crane Drivers Certificate (Category 17 & 18);
- b) complete a Grave Safe Occupational Health & Safety Course;
- c) hold a basic First Aid Certificate;
- d) complete a TAFE Certificate in Urban Horticulture or an equivalent course;
- e) demonstrated experience in grave digging and medium to cemetery environment.

5.3A Crematoria Employees

A Level 3 position is one where the employee:

- (i) supervises, oversees and assists operation of cremators and all facets of the cremation of deceased persons;
- (ii) undertakes the correct processing and storage of ashes;
- (iii) assists in the maintenance of the cremators and other crematorium equipment;
- (iv) assists in the placement of ashes, plaques and memorials;
- (v) cleans the cremating area, chapels and surrounds;
- (vi) operates generator;
- (vii) other duties as required by management.

5.4 Level 4

A Level 4 position is one where the employee:

- (i) works under minimal supervision to a level of training held by the individual; and
- (ii) plans their own work and other work schedules as approved by the employer; and
- (iii) assists in the training and supervision of employees at lower levels; and
- (iv) is competent in technical areas as required for the position; and
- (v) assures the quality of their own work and understands the employer's quality control techniques.

Without limiting the foregoing a Level 4 employee may be required to perform the following indicative duties in addition to those duties performed at a lower level:

- (vi) repairs and maintains gravesites;
- (vii) undertakes detailed maintenance of plant, machinery and equipment;
- (viii) maintains register on all plant listing maintenance carried out;
- (ix) performs various types of welding.

A Level 4 employee may be required to demonstrate extensive experience in landscaping, horticulture, mechanical or associated activities, and may have completed one or more of the following courses or equivalent:

- (a) Parks and Gardens Trade Certificate;
- (b) Landscaping Trade Certificate;
- (c) Green-keeping Trade Certificate;
- (d) Automotive Trade Certificate.

Crematoria Employees

A Level 4 position is one where the employee is qualified with appropriate level of training and relevant certificate.

5.5 Level 5

A Level 5 position is one where the employee:

- (i) requires minimal instruction in the performance of their duties; and
- (ii) exercises substantial responsibility and initiative in judgement with a detailed knowledge of workplace procedures and of the employer's business; and
- (iii) has responsibility for employees in one or more sections of the cemetery; and
- (iv) is required to have undertaken and completed post- secondary training provided by an accredited training provider relevant to the duties required by the employer for this level, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is required by the employer to be equivalent to the required post-secondary training.

Without limiting the foregoing, a Level 5 employee may be required to perform the following indicative duties in addition to those duties performed at lower levels:

- (v) supervises, trains and co-ordinates staff, including responsibility for their sufficient allocation and control;
- (vi) supervises staff for meal breaks;
- (viii) prepares and plans material requirements in conjunction with Works Manager;
- (ix) accountable to the Works Manager to ensure that all staff are gainfully allocated to duties;
- (x) discusses and resolves in conjunction with the Works Manager any on-site problems that may be encountered with clients of the cemetery which may include members of the public, funeral directors and contractors;
- (xi) ensures a high standard of customer service.

A Level 5 employee may be required to have substantial experience in the landscaping, horticultural, mechanical and/or associated activities.

5.6 Progression

- (i) For an employee to progress to a higher level they may be required, in the course of employment, to undertake the duties, use the skills and attain the qualifications of the higher level.
- (ii) Progression to a higher level shall take place from the first full pay period on or after approval for progression has been granted by the employer.

Exhumation and Vault Transfer

The following process is to be observed by the employer in relation to Exhumations and Vault Transfers:

1. Employees cannot be compelled to undertake an Exhumation or Vault Transfer.
2. In order to perform an Exhumation or Vault Transfer, an employee must be in a general state of good health.
3. Employees must be inoculated before undertaking Exhumations or Vault Transfers.
4. Employees must strictly observe any guidelines set down in the Department of Health's Plan of Management.
5. Counselling to be made available for all employees involved.
6. Not less than 4 employees are to be engaged on any Exhumation where the remains have been buried for a period of 15 days and less than 7 years.
7. Not less than 3 employees are to be engaged on any other Exhumation.
8. Where the Exhumation involves a child is under 5 years of age, irrespective of the time buried, only 2 employees are engaged.
9. All employees engaged on any Exhumation shall fully participate in the removal of Human Remains from the grave, including entering the grave on a rotating basis.
10. Cemetery employees carrying out Exhumations shall place all Human Remains into a body bag before handing those Remains over to the Funeral Director.
11. Where a Funeral Director is engaged to carry out a Vault Transfer, only 1 cemetery employee shall be required.
12. Where a Vault Transfer is carried out by cemetery employees the following employees shall apply:
 - 12.1 Where Human Remains are encased in a lead liner – not less than 6 employees shall be required.
 - 12.2 Where Human Remains are encased in a zinc liner – not less than 4 employees shall be required.
13. Where a Vault Transfer requires repair work to be carried out, a Funeral Director shall be engaged to carry out such work.