

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/340

**TITLE: Catholic Cemeteries Board Maintenance Employees  
Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/5930

**DATE APPROVED/COMMENCEMENT:** 2 December 2005 / 2 December 2005

**TERM:** 26

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/328.

**GAZETTAL REFERENCE:** 30 December 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 21

**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**

**2005**

## ARRANGEMENT

Clause No	Subject Matter	Page No.
1	Parties to the Agreement	2
2	Scope of the Agreement	2
3	Award	2
4	Objects of the Agreement	3
5	Sick Leave	3
6	Wages	6
7	Classification Structure	7
8	Exhumation and Vault Transfers	13
9	Public Holidays	13
10	Union Meetings	13
11	Concessional Day	13
12	Rostered Days Off	13
13	Termination of Employment	14
14	Redundancy	14
15	Disputes Procedure	19
16	No Extra Claims	19
17	Duress	20
18	Term	20
Annexure A	Exhumations and Vaults Transfers	21

### **1. Parties to the Agreement**

This agreement is made between the Catholic Cemeteries Board (the "Employer") and the Funeral and Allied Industries Union of New South Wales (the "Union") a registered industrial union of employees.

### **2. Scope of the Agreement**

This agreement shall apply to maintenance employees employed by the employer on or after the date of registration of this Agreement.

### **3. Award**

Except as provided by this Agreement the conditions of employment of maintenance employees will be in accordance with the Cemetery and Crematoria Employees (State) Award (the "Award").

#### **4. Objects of the Agreement**

In reaching this Agreement the parties have recognised:

- 4.1 the need to maintain a working environment in which work can be provided consistent with the Employers 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 and union are committed to quality improvement which is accorded the highest priority to ensure long term job security for the 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. Sick Leave**

- 5.1 A weekly employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance up to a maximum of twelve (12) days pay in any year of service with the same Employer, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- 5.2 He/she shall, as soon as reasonably practicable, and in any case within twenty four (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 incapacity.

- 5.3 He/she shall furnish to the employer such evidence as the employer may desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed provided that a Doctor's Certificate shall not be required for the first single day's absence in each sick leave year.

Notwithstanding the above, an employee may be required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after a Rostered Day Off.

Where an employee is absent from employment on the working day or part of the working day immediately preceding or immediately following:

- 5.3.1 a holiday or holidays as defined by this Agreement:

OR

- 5.3.2 a period of Annual Leave during which a holiday or holidays occur as defined by this Agreement:

without reasonable excuse, the employer's consent, or such other evidence as the employer may require, the employee shall not be entitled to payment for such holiday or holidays.

- 5.4 In any year where an employee has not either redeemed or taken the whole of their sick leave entitlement, such untaken sick leave shall accumulate from year to year on the basis of two (2) days per year up to a maximum of eight (8) days.

5.5 5.5.1 Sick leave will provide for choice of payout, as noted below, or accumulation for the life of the agreement.

5.5.2 On the pay day following the first and subsequent Anniversaries of employment, employees will be entitled to an amount of good attendance based on the amount of unused sick leave they would have been entitled to under this clause in the immediately preceding year. Provided that this amount shall not exceed ten (10) days at any one anniversary.

Provided further, that where an employee intends to take sick leave, it shall first be taken from the amount of days specified in 5.5.1.

5.5.3 Payment for the attendance bonus shall be at the ordinary weekly rate prescribed by this Agreement for the classification in which the employee was employed at the end of the immediately preceding year.

5.6 Except as provided by 5.5 above, payment of the cash value of unused sick leave shall not be made.

5.7 For the purpose of 5.1 above, service before the date of coming into force of this Agreement shall be counted as service.

**6. Wages**

6.1 This clause replaces the wages and allowances set out in the Award.

6.2 The minimum weekly rate of pay for full-time maintenance employees shall be:

<b>Level</b>	<b>From the first full pay period commencing on or after 11 February 2005 Increase 5%</b>	<b>From the first full pay period commencing on or after 11 February 2006 Increase 3.5%</b>	<b>From the first full pay period commencing on or after 11 February 2007 Increase 3%</b>
1	627.43	649.39	668.87
2	660.43	683.55	704.05
3	700.90	725.43	747.19
4	727.49	752.95	775.54
5	786.94	914.48	838.92

6.3 The minimum allowances payable for full-time maintenance employees shall be:

	<b>Allowance</b>
Exhumation requiring the removal of Human Remains from a grave filled with soil	\$400 pre employee per body exhumed
Vault transfer requiring the removal of Human Remains from a Vault, Tomb or Crypt to another Vault, Tomb or Crypt	\$90 per employee per body transferred.
Field of Mars and North Rocks Allowance (payable only when employees are on site at lunch breaks)	\$16.50 per employee

## **7. Classification Structure**

### **7.1 General**

The minimum rate of pay per week of any classification shall, subject to the other provisions of the Award and this Enterprise Agreement, be the rates set out in the Enterprise Agreement and in accordance with the following classification levels:

### **7.2 Levels**

#### **7.2.2 Level 1**

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

7.2.2.1 for a major part of the time performs duties involving application of standard procedures which require the use of limited discretion; and

7.2.2.2 works under direct supervision, either individually or in a team environment, to a level of training held by the individual; and

7.2.2.3 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:

7.2.2.4 undertakes trimming edges, laying turf, pruning trees, mowing lawns, sowing, planting, weeding, spreading fertilizer, clearing shrubs and trimming hedges; and

7.2.2.5 sweep and clean areas, gutters and drains; and

7.2.2.6 uses and performs routine maintenance on hand-tools, motor mowers and edges; and

7.2.2.7 attend funeral services at pre-prepared graves; and

**7.2.2.8 performs garbage service**

May be required to obtain learner's permit pursuant to Section 17(10) and Section 17A(5b) of the Construction Safety Act, 1912 (NSW)

**7.2.3 Level 2**

A Level 2 position is one where the employee:

**7.2.3.1 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**

**7.2.3.2 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:

**7.2.3.3 attend to grave sites and services as required;**

**7.2.3.4 prepare new grave sites for turf and maintain grave areas;**

**7.2.3.5 operate grave equipment which may include setting up tents, boards, lowering and raising devices;**

**7.2.3.6 prepare and close crypts and interments.**

A Level 2 employee may be required to:

**7.2.3.7 enrol in a TAFE Certificate in Urban Horticulture or equivalent course;**

**7.2.3.8 demonstrate experience in landscaping, horticulture and/or equivalent activities.**

### **7.2.4 Level 3**

A Level 3 position is one where the employee:

- 7.2.4.1 undertakes duties which involve some initiative and decision making to a level of training held by the individual; and
- 7.2.4.2 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:

- 7.2.4.3 ensure that all grave sections are prepared correctly and able to identify a grave location;
- 7.2.4.4 attend funeral services at prepared graves;
- 7.2.4.5 carry out exhumations on a voluntary basis;
- 7.2.4.6 undertake vault transfers and prepare vaults for interments;
- 7.2.4.7 has an understanding of plant selection, irrigation systems and pruning techniques;
- 7.2.4.8 may perform administrative tasks in relation to inventory control and ordering and receiving equipment;
- 7.2.4.9 may be required to operate all mechanical equipment in the exercise of duties;
- 7.2.4.10 perform mausoleum interments.

A level 3 employee may be required to:

- 7.2.4.11 hold a Power Crane Drivers Certificate (Category 17 & 18);
- 7.2.4.12 complete a Grave Safe Occupational Health & Safety Course;

7.2.4.13 hold a basic First Aid Certificate;

7.2.4.14 complete a TAFE Certificate in Urban Horticulture or an equivalent course;

7.2.4.15 demonstrated experience in grave digging and medium to large cemetery environment.

#### 7.2.5 Level 4

A Level 4 position is one where the employee:

7.2.5.1 works under minimal supervision to a level of training held by the individual; and

7.2.5.2 plans their own work and other work schedules as approved by the employer; and

7.2.5.3 assists in the training and supervision of employees at lower levels; and

7.2.5.4 is competent in technical areas as required for the position; and

7.2.5.5 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;

7.2.5.6 to repair and maintain gravesites;

7.2.5.7 undertake detailed maintenance of plant, machinery and equipment;

7.2.5.8 maintain register on all plant listing maintenance carried out;

7.2.5.9 perform various types of weldings.

Demonstrated extensive experience in landscaping, horticulture, mechanical or associated activities. May have completed one or more of the following courses or equivalent:

7.2.5.10 Parks and Gardens Trade Certificate;

7.2.5.11 Landscaping Trade Certificate

7.2.5.12 Greenkeeping Trade Certificate

7.2.5.13 Automotive Trade Certificate

## 7.2.6 Level 5

A Level 5 position is one where the employee:

7.2.6.1 requires minimal instruction in the performance of their duties; and

7.2.6.2 exercises substantial responsibility and initiative in judgement with a detailed knowledge of workplace procedures and of the employer's business; and

7.2.6.3 has responsibility for employees in one or more sections of the cemetery; and

7.2.6.4 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:

- 7.2.6.5 supervision, training and co-ordination of staff, responsibility for their sufficient allocation and control;
- 7.2.6.6 supervision of staff for meal breaks;
- 7.2.6.7 prepare and plan material requirements in conjunction with Works Manager;
- 7.2.6.8 accountable to the Works Manager to ensure that all staff are gainfully allocated to duties;
- 7.2.6.9 discuss and resolve 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;
- 7.2.6.10 ensure high standard of customer service.

Substantial experience in the landscaping, horticultural, mechanical and/or associated activities.

### **7.3 Appointment**

An employee shall be appointed initially to the appropriate level, as determined by the employee's skill and the duties required to be performed in the position.

### **7.4 Progression**

7.4.1 For an employee to progress to a higher level they may be required, in the course of employment, to undertake the duties and use the skills and qualifications of the higher level.

7.4.2 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.

## **8. 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 A to this Agreement.

## **9. Public Holidays**

The following days shall be holidays and the employer shall be closed and free from burial work:

New Years Day, Australia Day, Good Friday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.

9.1 Burials will be permitted on Easter Saturday and Easter Monday. The rate of pay applicable for working on either/both of these days is double time in addition to the ordinary hourly rate of pay.

## **10. Union Meetings**

Clause 10, Union Meetings, of the Award shall not apply to employees covered by this Agreement.

## **11. Concessional Day**

Employees covered by this Agreement shall not be entitled to the single Concessional Day as detailed in paragraph (a) of subclause (i) of Clause 11, Holidays of the Award.

## **12. Rostered Days Off**

12.1 For the purposes of subclause (i) of Clause 3, Hours, the Award "each day worked" shall not include periods of Annual Leave or any day taken on any other form of leave whether or not the other form of leave is paid or unpaid leave.

12.2 Maintenance employees covered shall only be entitled to twelve (12) rostered days off per year of service.

12.3 The parties agree that maintenance employees will only be able to take their rostered days off on Mondays.

### **13. Termination of Employment**

Employment may be terminated by either party in accordance with the scale shown below:

- |      |   |                  |
|------|---|------------------|
| 13.1 | up to one (1) year of service                   | - 1 weeks notice |
| 13.2 | between one (1) and three (3) years of service  | - 2 weeks notice |
| 13.3 | between three (3) and five (5) years of service | - 3 weeks notice |
| 13.4 | over five (5) years of service                  | - 4 weeks notice |

The period of notice is increased by one (1) week if the employee is over forty five (45) years of age and has completed at least two (2) years continuous service.

- 13.5 By mutual agreement these terms may be waived.
- 13.6 Payment in lieu of notice or forfeiture in lieu of notice may be made by either party.

### **14. Redundancy**

#### **14.1 Discussions before Termination**

- 14.1.1 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employee directly affected and notify the union.
- 14.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of 14.1.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse affects of any termination.

14.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

#### **14.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties for reasons set out in subclause hereof, the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment has been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

#### **14.3 Severance Pay**

In addition to the period of notice prescribed for ordinary termination in subclause 13, an employee whose employment is terminated for reasons set out in subclause 14.1.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

<b>Period of Continuous Service</b>	<b>Severance Pay – Under 45 years of age</b>	<b>Over 45 years of age</b>
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks pay	5 weeks pay
2 years but less than 3 years	7 weeks pay	8.75 weeks pay
3 years but less than 4 years	10 weeks pay	12.5 weeks pay
4 years but less than 5 years	12 weeks pay	15 weeks pay
5 years but less than 6 years	14 weeks pay	17.5 weeks pay
6 years and over	16 weeks pay	20 weeks pay

Weeks pay – means the ordinary time rate of pay for the employee concerned.

#### **14.4 Employees leaving during notice period**

An employee whose employment is terminated for reasons set out in subclause 14.1.1 hereof, may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits under this clause and he/she remained with the employer until the expiry of such notice. Provided that in circumstances the employee shall not be entitled to payment in lieu of notice.

#### **14.5 Alternative Employment**

An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

#### **14.6 Time Off during notice period**

14.6.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.

- 14.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### **14.7 Notice to Commonwealth Employment Service**

Where a decision has been made to terminate Employees in the circumstances outlined in subclause 14.1.1 hereof, the employer shall notify the Commonwealth Employment Service thereof as soon as possible, giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

#### **14.8 Superannuation Benefits**

Subject to further Award or Order by the Industrial Relations Commission of NSW, where an employee who is terminated received a benefit in the nature of severance pay from a Superannuation Scheme, he/she shall only receive under subclause (14.3) hereof the difference between the severance pay specified in that subclause and the amount of Superannuation benefit he/she receives which is attributed to employer contributions only.

#### **14.9 Transmission of Business**

- 14.9.1 Where a business is before, on or after the date of this Agreement, transmitted from an employer (the "transmittor") to another employer (the "transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

- 14.9.1.1 The continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission: and

14.9.1.2 The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

14.9.2 In this subclause "Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### **14.10 Employees with less than one years service**

This clause shall not apply to employees with less than one years service.

#### **14.11 Employees exempted**

This clause shall not apply where employment is terminated as a consequence of misconduct that justifies instant dismissal.

#### **14.12 Incapacity to pay**

An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

### **15. Disputes Procedure**

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

#### **15.1 Procedures relating to grievances on individual employees:**

15.1.1 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.

- 15.1.2 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.
  - 15.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
  - 15.1.4 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.
  - 15.1.5 While a procedure is being followed, normal work must continue.
  - 15.1.6 The employee may be represented by an Industrial Organisation of employees.
- 15.2 Procedure for a dispute between employer and employee:
- 15.2.1 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.
  - 15.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
  - 15.2.3 While a procedure is being followed, normal work must continue.
  - 15.2.4 The employer may be represented by an Industrial Organisation of employers and the employees may be represented by an Industrial Organisation of Employees for the purposes of each procedure.

## **16. No Extra Claims**

The parties to this Agreement, agree that, for the life of this Agreement, there shall be no further claims made.

**17. Duress**

This Agreement was not entered into by either party under duress from the other party or any other person or persons.

**18. Term**

This Agreement shall have a nominated term which will expire on 11 February 2008.

.....  
Harold O'Keeffe  
General Manager  
Catholic Cemeteries Board

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

**Exhumation and Vault Transfer**

The following process is to be observed by the employer:

1. Voluntary basis only.
2. Employee to be in a general state of good health.
3. Employee to be inoculated.
4. Strict observation by employees of any guidelines as set down by the Department of Health, (Plan of Management).
5. Counselling to be made available for all employees.
6. Not less than (4) employees to be engaged on any Exhumation where the remains have been buried for a period of fifteen (15) days and less than seven (7) years.
7. Not less than three (3) employees to be engaged on any other Exhumation.
8. For the Exhumation of infants and children the following shall apply:
  - 8.1 where the child is under five (5) years of age irrespective of the time buried, two (2) employees to be engaged only.
9. All employees engaged on any Exhumation shall fully participate in the removal of the Human Remains from the grave, including entering the grave on a rotating basis.
10. Cemetery employees in 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 one (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 six (6) employees shall be required.
  - 12.2 Where Human Remains are encased in a zinc liner – not less than four (4) employees shall be required.
13. Cemetery employees are permitted to carry out their own Exhumations and Vault Transfers within their own Cemetery grounds.
14. Where a Vault Transfer requires repair work to be carried out, a Funeral Director shall be engaged to carry out such work.