

CENTENNIAL PARK CEMETERY EMPLOYEES ENTERPRISE AGREEMENT NO 10 OF 2013

File No. 22 of 2014

**This Agreement shall come into force on
and from 28 January 2014 and have a life
extending for a period of until 30 June
2016 therefrom.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT
1994.





CENTENNIAL PARK CEMETERY EMPLOYEES ENTERPRISE AGREEMENT No. 10 of 2013

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PART 1: APPLICATION AND OPERATION OF AGREEMENT

Clause 1 – Title

This Enterprise Agreement shall be known as the Centennial Park Cemetery Employees Enterprise Agreement No. 10 of 2013.

Clause 2 – Definitions

‘Agreement’ means the Centennial Park Cemetery Employees Enterprise Agreement No.10 of 2013.

‘Authority’ means Centennial Park Cemetery Authority.

‘Award’ means the Cemetery Employees (SA Authorities) Award.

‘Consultation’ means the opportunity for the views of the parties to be considered prior to a final decision being taken.

‘Board’ means the Authority’s Board of Management.

‘Employees’ means persons employed by the Authority whose contract of employment is otherwise covered by the terms and conditions of the Award.

‘Employer’ means the Authority.

‘Flexible Workforce’ means the removal of artificial demarcations and unreasonably restrictive working and management practices which improves flexibility in work practices, whereby the Authority may **instruct or direct** an employee to carry out such duties as are within the limits of the employee’s skill, competence and training.

‘Flexible Work Arrangements’ means mutually agreed alteration to the start and/or finish time of a working day within the ‘span of hours’ while maintaining the contracted hours per payroll fortnight.

‘Leadership Team’ means the Authority’s Management Team and senior supervisors.

‘Parties’ means the Authority (as the employer), the Australian Workers Union and all employees bound by the provisions of this Agreement.

‘Partner’ means the partner of an employee who reside together in a domestic relationship.

‘Redeployment’ means the transfer of an employee to another position within the Authority. The position may be at a lower or the same classification than their substantive position.

‘Union’ means The Australian Workers Union.

Clause 3 – Scope and Persons Bound

This Enterprise Agreement shall be binding upon the Authority, the Union and the employees of the Authority whose contract of employment is otherwise covered by the terms and conditions of the Award.

Clause 4 – Period of Operation

This Agreement will come into force on the day of certification for a period of three years. The nominal expiry date is 30 June 2016.

Clause 5 – Relationship to Parent Award

This Agreement shall be read in conjunction with the Award.

If there is any inconsistency between the terms and conditions of this Enterprise Agreement and those in the Award, the provisions of this Enterprise Agreement will prevail.

Clause 6 – Objective of Enterprise Agreement

The Authority, the employees and the Union have entered into this Agreement with the objective of providing improved services to stakeholders. This Agreement will provide a framework in which the parties may pursue these objectives in a consultative fashion and for each party's mutual benefit.

Clause 7 – Sustainability and Continuous Improvement

- 7.1 The parties acknowledge the competitive environment that the Authority operates in and that continuous improvement across all divisions is critical to achieve long term sustainability.
- 7.2 Within three months of the commencement of this Agreement, the Employer, in consultation with all employees, will establish a continuous improvement framework that contains processes and steps to investigate, trial, implement, measure and evaluate productivity improvements and cost efficiencies across all business units. The principles that underpin and drive this initiative are:
- Understanding and recognition of the need for change;
 - The development of a performance culture that values employee participation and contribution that achieves high performance outcomes;
 - A flexible workforce that demonstrates its commitment to contributing to the success of the Authority;
 - Commitment to participating in, and contributing to, relevant continuous improvement plans, programs and projects;
 - Training and information in undertaking continuous improvement projects and processes; and
 - Ongoing communication and support about, and for, all continuous improvement activities.
- 7.3 Project teams will be established in each business unit to facilitate communication flow between all project teams across the organisation and to coordinate process improvement actions.

- 7.4 The EACC, in consultation with the Leadership Team, will meet at least quarterly over the life of this Agreement to provide advice and support to project teams and to receive, assess, approve and implement successful process improvement outcomes.
- 7.5 Measurable and quantifiable productivity improvement gains shall be recorded and taken into consideration at the next round of enterprise bargaining negotiations.

Clause 8 – No Further Claims

The Union undertakes that for the life of this Agreement, other than increases set out in Clause 23, there shall be no further increases.

PART 2: CONSULTATION AND DISPUTE RESOLUTION

Clause 9 – Consultation

The Authority's management will consult at an early stage with employees who may be significantly affected by the introduction of change.

Consultation, in the above context requires the opportunity for views from employees to be considered prior to the final decision being taken in respect of the change.

All parties shall consider practical ways of mitigating the adverse affects of the change on employees through dialogue.

Clause 10 – Consultative Mechanism

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Enterprise Agreement Consultative Committee.

The Enterprise Agreement Consultative Committee (EACC) shall consist of:

- i) Up to three (3) members of the Management Team;
- ii) Up to three (3) employee representatives of which one will be an Union workplace representative;
- iii) An industrial organiser of the Union, who shall be a member of the Committee as required.
- iv) Relevant external parties may be invited to attend meetings as required.

The role of the EACC shall be to:

- i) Negotiate an Agreement;
- ii) Reach decisions by consensus. All decisions will operate as recommendations to the parties they represent;
- iii) Consider reports and ideas generated by employee and employer representatives on a range of issues; and
- iv) Provide a forum for information flow between the employer and employees, and distribute minutes of its meetings together with regular Bulletins. Members of the EACC will make themselves available to employees for the purpose of receiving and providing information.
- v) Consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of negotiations.
- vi) Assist in resolving any disputes arising out of the operation of the Agreement.

Clause 11 – Renegotiation of Agreement

The parties will review and renegotiate this Enterprise Agreement at least six months prior to its expiration.

Clause 12 – Dispute Settlement Procedure

The parties will observe the dispute settlement procedure as provided in Clause 3.2 of the Cemetery Employees Award.

PART 3: EMPLOYMENT RELATIONSHIP

Clause 13 – Organisational change

- 13.1 The Authority acknowledges that the business operating environment that currently exists in the cemetery operations industry is competitive and challenging. These demands required strategic intervention to ensure the Authority is well placed to meet its competition in a constructive and sustainable way.
- 13.2 Restructuring of the composition of the workforce has been achieved through the redesign of the competency based classification criteria. All employees will be transferred into the new classification structure provided herein at Appendix 2 on and from the date of Certification of this Agreement.

Where future organisational change results in positions being no longer required natural attrition, redeployment and voluntary separation packages will be the preferred means of adjustment.

13.3 Redeployment

Redeployment discussions will include identifying a range of alternative duties and the level of competency, qualifications and/or licences required to undertake the work. Training and support shall be provided to ensure employees have the opportunity to be assessed as competent and adequately trained to undertake the alternative duties.

- 13.4 Where an employee is redeployed to a position of a lower classification the employee's wage will be maintained for a period of twelve months. At the conclusion of the twelve month period the employee will be reclassified to the lower classification.

13.5 Redundancy

Where an employee is identified as occupying a position that is no longer required, a voluntary separation package (VSP) may be offered at the discretion of the Chief Executive Officer. Where an employee elects to access a VSP the following terms shall apply:

- 13.5.1 The Employee must leave the organisation within two weeks of accepting an offer of a VSP;
- 13.5.2 A separation payment shall be paid to the employee, consisting of the following:
- (i) eight weeks notice of termination to be paid in lieu of notice; and
 - (ii) a severance payment comprising three weeks pay for each year of continuous and completed service with the Authority.
- 13.5.3 The VSP payment shall be capped at 104 weeks which includes the notice in lieu payment specified in 13.5.2 herein.

PART 4: LEAVE

Clause 14 – Sick Leave/Personal Leave

14.1 Sick leave shall be granted and paid in accordance with the following provisions.

14.1.1 Entitlement

- 1) An employee, who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of two weeks per annum. Any sick leave not taken shall accumulate from year to year.
- 2) In the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one week of service.
- 3) Subject to (4) herein, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by his/her employer, he/she produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims sick leave.
- 4) An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned if required by the employer.

14.1.2 Sick leave while on annual leave

- 1) Where an employee falls sick or suffers an injury while on annual leave (including additional days such as Award holidays taken pursuant to the Award with annual leave) and forwards to the employer during the period of incapacity, a medical certificate or other reasonable evidence to show that he/she is incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted at a time convenient to the employer additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of at least five working days duration.
- 2) Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.

14.1.3 Portability of sick leave

For the purpose of this clause only the Authority can be considered a Council.

- 1) Sick leave shall be portable from Council to Council. A local government employee shall be entitled to carry sick leave credits from the previous employing Council (or Councils) to the present Council provided the service is continuous as defined by the Local Government Act 1999 (SA) but such credits shall not be available until sick leave credits accrued at the employee's employing Council have been exhausted.

The employing Council may recover from previous employing Councils a contribution towards the cost of sick leave granted in accordance with this sub-clause.

- 2) Where entitlements have accumulated with more than one Council, the initial claim may be made on the immediately preceding employing Council to the extent of credits accumulated at that Council; the balance of outstanding credits may be claimed from the respective next preceding employing Council to the extent of credits accumulated at that Council, and the balance of outstanding credits may be claimed from the respective next preceding employing Council to the extent of credits accumulated at those Councils.

14.2 Personal Leave shall be granted and paid in accordance with the following provisions.

14.2.1 The parties recognise the need for some flexibility in the management of and the taking of unplanned leave. This is especially desirable in providing some form of leave for employees to attend to responsibilities of a personal nature.

14.2.2 Accordingly, an employee may utilise part of their Sick Leave entitlement where RDO hours or flexible work arrangements are not available to deal with:

- a. matters of urgent and pressing necessity, eg, a home burgled, fire, flooding or such other unforeseen circumstances; or
- b. other pressing domestic family or personal matters where adequate notice is not possible.

14.3 Leave taken under this clause may require evidence of the reason for the leave being taken at the discretion of the CEO.

14.4 Personal Leave may be taken on the following basis:

Years of completed service	Personal Leave
1 year	3 days
2 years	4 days
3 years	5 days
4 plus years	6 days

14.5 Any period of personal leave exceeding one day, or single days taken together with a public holiday, or where either the day preceding or following a weekend are taken off duty, satisfactory evidence of the need for such leave may be required by the Authority.

14.6 Employees who do not wish to utilise their sick leave entitlement for personal leave may apply for special leave without pay, or in the case of absences of less than 4 hours, may make up the hours at a mutually convenient time.

14.7 Part-time employees shall be entitled to Personal Leave on a pro-rata basis according to the number of weekly hours worked.

14.8 Nothing in this clause shall serve to diminish leave entitlements related to Carers Leave.

Clause 15 – Carer’s Leave

Carer’s leave shall be as per Clause 7.5 of the Award.

Clause 16 - Bereavement Leave

- 16.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.
- 16.2 An employee shall be entitled to up to a maximum of four (4) days of paid bereavement leave on each occasion of the death of his/her immediate spouse, partner, father, mother, step mother, step father child or adopted child.
- 16.3 An employee is entitled to up to 2 days bereavement leave on each occasion of the death of a father and mother of their spouse, partner, brother, sister, grandparents, grandchildren or any household member.
- Proof of such death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 16.4 An employee, including a casual employee, may take unpaid bereavement leave by agreement with the employer.

Clause 17 – Paid Parental Leave

- 17.1. This clause shall be read in conjunction with the Award.

An eligible employee who is pregnant shall be granted paid parental leave in accordance with legislation with the following provisions:

- 17.1.1 The employee has completed a minimum qualifying period of twelve months continuous service with the Authority immediately preceding the expected date of birth at the time of taking the leave.
- 17.1.2 The Employer will facilitate the legislated parental leave payment scheme to eligible employees, including any legislated amendments that may occur over the life of this Agreement. A further payment shall be made to the employee by the Authority on a 'top-up' basis to their ordinary weekly rate of pay.
- 17.1.3 The employee shall accrue leave entitlements for the period that top-up payments are made by the Authority.
- 17.1.4 Any period of paid parental leave under this Clause is not in addition to unpaid parental leave provided for in the Award.
- 17.1.5 The partner of a primary care giver shall be eligible to take a period of paid parental leave for a continuous period of two weeks, in accordance with the following provisions:
- 17.1.5.1 The employee has completed a minimum qualifying period of twelve months continuous service with the Authority immediately preceding the expected date of birth at the time of taking the leave or in accordance with the legislation.

17.1.5.2 The employee is not eligible for the government-funded paid parental leave scheme.

17.1.6.3 The employee may nominate the start date of the two week paid parental leave by providing a minimum of 10 weeks notice of intention to take such leave.

17.1.7 Leave accruals shall continue to apply for the period of paid parental leave.

Clause 17.2 – Paid Paternity Leave

This clause shall be read in conjunction with the Award and relevant legislation.

An employee, who produces to the Authority a certificate of a legally qualified medical practitioner which names the employee's partner, states that she is pregnant and specifying the expected date of delivery, shall be granted paternity leave on full pay for a period of two weeks, provided that:

17.2.1 The employee has served a minimum qualifying period of twelve months continuous service of employment with the Authority immediately preceding the expected date of birth at the time of taking the leave or in accordance with the legislation from January 2013.

17.2.2 The employee provides at least 10 weeks' notice of the intention to take such leave.

17.2.3 Any public or other statutory holiday which may fall within the period of two weeks' paid paternity leave shall be counted as a day of such paternity leave.

17.2.4 Part-time employees shall be entitled to paid paternity leave on a pro rata basis according to the number of ordinary hours they worked per week in the preceding 12 months.

17.2.5 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, the entitlement to any leave under this clause shall cease.

Clause 17.3 – Paid Adoption Leave

This clause shall be read in conjunction with the Award and relevant legislation.

17.3.1 Entitlement to paid adoption leave shall be consistent with the provisions of paid parental leave as specified in Clause 17.1 herein.

PART 5: WORKING ARRANGEMENTS

Clause 18 – Hours of Work

18.1. The parties recognise the benefits of flexible working hours and agree that the business needs of the Authority should determine its hours of operation. Operating hours for the purpose of this clause shall be governed by:

- The organisation's business needs;
- The business needs of the work area;
- Internal and external customer service requirements;
- Interrelationships (dependency, impact, service) of the work area with other parts of the organisation; and
- Parameters further defined in this clause.

18.2 Span of ordinary hours

18.2.1 The ordinary span of hours shall be 5am to 7pm, Monday to Friday, excluding public holidays.

18.2.2 The ordinary working hours will be an average of 38 hours per week, 76 hours per fortnight or 7.6 hours per day.

18.3 Flexible Work Arrangements

By mutual agreement employees may participate in flexible work arrangements by adjusting their start and finish times, subject to meeting the operational requirements of Clause 18.1 and Clause 19.1 herein.

18.4 Introduction to Shift Work

18.4.1 Within three months of certification of this Agreement, the parties will establish a Working Party to investigate the introduction of alternative shift patterns in the Crematorium.

Specifically the Working Party will undertake the following:

- Research on crematorium shift arrangements and practices in other relevant facilities;
- Identify the implications on employees as a result of working alternate shifts;
- Consult with and inform relevant employees on all matters that may affect them; and
- Report the findings to the EACC.

18.4.2 The EACC will provide a report and recommendation, agreed by the parties, to the Chief Executive Officer.

18.4.3 Where shift arrangements are agreed to proceed, the parties agree to negotiate a variation to this Agreement that provides for cost-effective shift penalty payments.

18.5 Recalls and Callouts

18.5.1 Monday to Friday Recalls

An employee recalled to work after the expiration of the employees working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of 2 hours work at one and a half times and double time thereafter based on the ordinary prescribed rate for each time so recalled.

18.5.2 Saturday Callouts

An employee called out to work on a Saturday, will be paid for a minimum of 3 hours work calculated at one and a half times the ordinary prescribed rate up to mid-day and thereafter double time for each time so called out.

18.5.3 Sunday Callouts

An employee called out to work on a Sunday will be paid for a minimum of 3 hours work calculated at double time the ordinary rate for each time so called out.

18.5.4 Overlapping Recalls and Callouts

Each recall and callout stands alone provided however that where an employee is notified of a subsequent recall/callout prior to returning to his/her place of residence (after performing the first callout), the total time taken will be treated as a single callout. The total number of hours paid shall be no less than 3 hours paid at the appropriate rate.

Clause 19 – Rostered Day Off (RDO)

19.1 Employees shall work nineteen (19) days per four (4) week work cycle.

19.2 Unless otherwise agreed, each employee shall work and accrue an additional 0.4 hours per day (2 hours per week) towards achieving one (1) RDO within each four (4) week work cycle.

19.2.1 RDO's will normally be taken on a Monday, unless otherwise negotiated.

19.2.2 If Monday is a Public Holiday or sick leave day, the RDO will be taken the following day unless otherwise negotiated.

19.3 Rosters will be published annually.

Clause 20 – Overtime

Overtime will be paid in accordance with the Award.

Clause 21 - Planned Retirement Contracts

21.1 A Planned Retirement Contract (PRC) is a contract that may be entered into on a voluntary basis between the Employer and an Employee for a fixed term of no more than two years to assist an Employee to transition into retirement. A PRC may allow for a planned, staged reduction in work time while maintaining income through the drawdown of leave entitlements. This will allow for the gradual introduction of a shorter work week

and/or work day, and may include the more frequent access to leave entitlements in blocks of one week's duration. Contract, part-time and casual employees are excluded.

- 21.2 Employees may apply to enter into a PRC with the Employer subject to the following conditions:
 - 21.2.1 The Employee has completed at least five (5) years continuous service with the Authority.
 - 21.2.2 The Employee is not receiving workers compensation payments, temporary disability payments under a superannuation-related insurance policy or payments under any income protection or similar insurance policy.
 - 21.2.3 A minimum of three months' notice is required prior to commencement of transition to retirement.
- 21.3 The Employer may, at its discretion and subject to operational requirements, enter into a PRC with an Employee.
- 21.4 On entering into a PRC with the Employer, the Employee relinquishes any rights to ongoing tenure of employment. All other employment terms and conditions of the Employee will be those applying immediately before the commencement of the PRC, unless specifically altered by the PRC.
- 21.5 The PRC may establish the parameters of work and leave days for the entire duration of the contract or, by mutual agreement, be reviewed and revised on a no less than three month period to establish work and leave days.
- 21.6 The Employee's Position Description shall be revised from time to time to reflect the changes and reduction in quantifiable duties and hours of work. Specific work outputs or outcomes required shall be included in the PRC.
- 21.7 A signed PRC is binding on both parties; however the PRC may be varied by mutual agreement.

PART 6: WAGES AND RELATED MATTERS

Clause 22 – Wage Increases

22.1 A Wages Schedule for this Agreement is provided at **Appendix 1**.

- **Year One:** Commencing from the first full pay period on or after 31 July 2013 employees shall be translated into the new classification structure and applicable increased wage rate.
- **Year Two:** Commencing from the first full pay period on or after 1 July 2014 a 3.0% increase shall apply.
- **Year Three:** Commencing from the first full pay period on or after 1 July 2015 a 3.0% increase shall apply.

22.2 The Authority will annually pay full 24-hour Journey Insurance, which includes all Private Journeys, for all employees covered by this agreement as arranged by the Authority with the Local Government Risk Services.

22.3 Allowances:

22.3.1 A 'lift and deepen' and 're-use' allowance shall be paid in accordance the Award however a minimum allowance as applies to either the age of a grave or years since previous burial at a particular site being 25 years shall apply.

22.3.2 Notwithstanding the above provision, the lift and deepen allowance may be increased at the discretion of the Chief Executive Officer or delegate.

22.3.3 First Aid and Exhumation allowances shall be paid in accordance with the Award.

22.3.4 All other allowances have been absorbed within the wage rates provided in this Agreement.

Clause 23 – Superannuation

23.1 Statewide Super is the Employer's nominated superannuation fund.

23.2 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.

23.3 Where an Employee does not make a choice of fund, Statewide Super shall be the Employer's default fund.

Clause 24 – Salary Sacrifice – Superannuation

Employees may elect to have their current contribution paid by the Authority pre-tax thus reducing their taxable salary. By agreement between the CEO and the employee, the employee can elect to increase this contribution thus salary sacrificing his/her salary (including an Award-based salary). Such an arrangement allows an employee to increase his/her employer superannuation contribution to their fund by paying from the employee's pre-tax income and accepting an appropriate reduction in the employee's taxable salary.

24.1 All such requests will be initiated by the employee in writing and will detail the percentage of salary to be sacrificed. All requests require the approval of the CEO.

- 24.2 The terms and conditions of the arrangement shall not, when viewed objectively, be less favourable than the entitlements otherwise available to the employee under the award.
- 24.3 All salary sacrificed superannuation contributions are Deemed Contributions and treated as preservable employer contributions, therefore no benefit will be available until the employee is permanently retired after the relevant preservation age.
- 24.4 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.
- 24.5 An employee may elect to vary their salary sacrificing arrangements once per year. Any additional changes may be made by agreement with the CEO. An employee may apply to enter or withdraw from a salary sacrificing arrangement at any time.
- 24.6 The salary sacrificing arrangement shall be at no cost to the Authority.
- 24.7 As salary sacrifice is a complex matter, it is the responsibility of the Employee to obtain competent financial advice and to ensure that they fully understand all implications of salary sacrifice before entering into arrangements under this clause.
- 24.8 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by the amount salary sacrificed to superannuation.

PART 7: MISCELLANEOUS

Clause 25 - Work Health and Safety

- 25.1 The Authority is committed to maintaining the highest standard of work health and safety (WHS) in accordance with the Work Health and Safety Act 2012.
- 25.2 The parties give their full cooperation to the achievements of high standards in WHS by ensuring strict compliance with all relevant Acts, Regulations, and the Authority's Policies, Standard Operating Procedures and Safe Work Instructions.
- 25.3 The parties agree that due to technological advancements, improvements in procedures and satisfactory risk assessments that an employee may operate a cremator without the presence of an additional employee in the crematorium building provided that operational procedures are in place in line with best practice 'working in isolation' policy and procedures.

Clause 26 – Performance Development and Review

The Authority's Performance Development and Review Policy shall continue to apply during the life of this Agreement.

Changes to the Authority's Performance Development and Review Policy shall only be made in consultation with all employees.

Clause 27 – Learning and Development

The Authority is dedicated to providing appropriate training and development to enable employees to operate effectively in the performance of their jobs.

The Authority will further develop a Learning and Development Plan (L&D Plan) to ensure clear linkages and appropriate levels of integration between the PDR process and the employee L&D Plan.

The Authority will ensure that all employees have a fair and equitable chance to attend training programs based on strategic and corporate objectives and outcomes of the L&D Plan and PDR process.

Clause 28 – Classification Structure

- 28.1 The Classification Structure that applies to all employees covered by this Agreement has been revised by the parties and is attached at Appendix 2.
- 28.2 Translation of employees to the new classification structure shall be implemented following certification of this Agreement.
- 28.3 Employees who were employed at the time of certification of this Agreement who translate to Level 2 but are unable to undertake the full duties of their translation classification shall have their classification revised to Level 1 with their translation wage rate pegged. No further increases to apply until their revised substantive classification (Level 1) wage rate catches up to their pegged (Level 2 translation) wage rate.

28.4 Where an employee progresses through the classification structure and circumstances arise where the employee is no longer able, for any reason, to undertake the full duties of their classification, the employee's substantive classification will revert to the classification they held immediately prior to their progression.

28.5 Pursuant to sub-clause 28.4 herein, a period of four weeks notice of reclassification will be provided to the employee. No further period of notice or income maintenance shall apply.

Clause 29 – Probationary period

29.1 In recognition of the wide range of functions and duties that form the basis for assessment of an employee's competence during their probationary period, this Agreement provides for a probationary period of twenty six (26) weeks.

29.2 Where an employee does not successfully complete their probationary period, their employment will cease on the provision of one week's notice.

Clause 30 – Signatories

SIGNED ON BEHALF OF THE CENTENNIAL PARK CEMETERY AUTHORITY BY:

...../...../2013
BRYAN ELLIOTT
CHIEF EXECUTIVE OFFICER

In the presence of:

...../...../2013
Witness

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN WORKERS UNION BY:

...../...../2013
BRANCH SECRETARY


In the presence of:

...../...../2013
Witness

Cemetery Employee Classifications and Wages Schedule 2013-2015

Existing Classification	Existing Wage Rate	New Classification 2013	Wage Increase on translation to apply from FFPP after 31 July 2013	Wage Increase 3.0% to apply from FFPP after 1 July 2014	Wage Increase 3.0% to apply from FFPP after 1 July 2015
Level 1 Level 2	\$876.25 \$890.39	Level 1	\$917.21	\$944.73	\$973.07
Level 3a Level 4a	\$923.14 \$941.68	Level 2	\$970.05	\$999.15	\$1,029.12
Level 3b Level 4b	\$950.44 \$968.98	Level 3	\$998.17	\$1,028.11	\$1,058.95
Level 5 (Leading Hand 1)	\$1026.42	Level 4 (Leading Hand 1)	\$1,057.34	\$1,089.06	\$1,121.73
Level 6 (Leading Hand 2)	\$1057.91	Level 5 (Leading Hand 2)	\$1,089.77	\$1,122.46	\$1,156.14
Level 7 (Team Leader)	\$1069.78	Level 6 (Special Projects)	\$1,102.00	\$1,135.06	\$1,169.11

Appendix 2

		Cemetery Employee Classification Criteria				
CHARACTERISTIC	Cemetery Employee (Operations) Level 1	Cemetery Employee (Operations) Level 2	Cemetery Employee (Operations) Level 3	Cemetery Employee (Leading Hand 1) Level 4	Cemetery Employee (Leading Hand 2) Level 5	Cemetery Employee (Special Projects) Level 6
Qualifications, Training and Experience	<p>Formal trade qualification not required.</p> <p>No experience required.</p> <p>Employees are required to</p> <p>1) participate in an orientation program in all aspects of the work across the Division;</p> <p>and</p> <p>2) commence training/on the job training and obtain licences to perform the work prescribed at this level.</p>	<p>Formal trade qualification not required.</p> <p>As prescribed for Level 1;</p> <p>and</p> <p>12 months relevant experience (from previous appointments and/or service)</p> <p>and</p> <p>Completed training and assessed as competent to perform the work prescribed at this level.</p>	<p>18 months relevant experience and/or service with the Authority.</p> <p>As prescribed for Levels 1 and 2 plus:</p> <ul style="list-style-type: none"> • Certified Cremator Operation and Maintenance Certificate; <p>and</p> <ul style="list-style-type: none"> • Certificate in Working in Confined Spaces; <p>and</p> <ul style="list-style-type: none"> • Certificate in Trenching and Shoring. 	<p>Qualifications and licences as prescribed to perform the duties.</p> <p>OR</p> <p>Relevant experience (from previous appointments and/or service);</p> <p>and</p> <ul style="list-style-type: none"> • experience in a leadership role; <p>and</p> <ul style="list-style-type: none"> • willingness to obtain relevant qualifications and licences. 	<p>As prescribed for Level 4;</p> <p>and</p> <p>Post Trade qualification, including Certificate IV in Frontline Management;</p> <p>and</p> <p>minimum 12 months experience at Level 4.</p>	<p>Significant experience in a specialist discipline.</p>
Level of Direction	Perform work under regular direction and instruction.	Perform work under general direction.	Perform work under limited direction.	Perform work under limited direction.	Perform work under broad direction.	Perform work under broad direction.
Provision of Supervision and/or Support	Assist other employees within level of competence and training.	Assist and provide guidance to other employees within level of competence and training.	Assist and provide advice and guidance on procedures, work practices and techniques.	Provide on the job leadership. Supervise work teams in a hands on	As prescribed for Level 4.	Provide leadership and expert advice and guidance on specific programs, projects and related



Cemetery Employee Classification Criteria

CHARACTERISTIC	Cemetery Employee (Operations) Level 1	Cemetery Employee (Operations) Level 2	Cemetery Employee (Operations) Level 3	Cemetery Employee (Leading Hand 1) Level 4	Cemetery Employee (Leading Hand 2) Level 5	Cemetery Employee (Special Projects) Level 6
			Contribute to and assist with on the job training initiatives.	capacity. Provide advice, instructions and guidance on appropriate procedures, work practices and techniques. Provide on the job training. Inspect completion of work to ensure required objectives, and standards are met.		activities.
General Responsibilities	<p>Work routines, schedules and standards are clearly defined.</p> <p>Work techniques may be learned on the job.</p> <p>Perform work and/or assist with duties in any of the following:</p> <ul style="list-style-type: none"> Receive, unload and transfer coffins and caskets 	<p>Plan own work in accordance within team objectives.</p> <p>Perform work as prescribed in Level 1 plus any of the following:</p> <ul style="list-style-type: none"> Location of gravesites; Place cremated remains in memorial gardens Prepare burial vaults 	<p>Plan own work in accordance within team objectives.</p> <p>Undertake the full range of duties across the Division prescribed at Levels 1 and 2 plus any of the following:</p> <ul style="list-style-type: none"> Cremation operations Lift and deepens Exhumations 	<p>Allocate and determine work priorities, practices and techniques across work teams.</p> <p>Contribute expertise in all aspects of designated work area.</p> <p>Contribute to project work and related site development initiatives.</p> <p>Contribute to the</p>	<p>Allocate and determine work priorities, practices and technique across work teams.</p> <p>Contribute expertise in all aspects of designated work areas.</p> <p>Undertake project work and related site development initiatives.</p> <p>Review work</p>	<p>Plan, coordinate and manage the delivery of agreed programs, projects or functions.</p> <p>Plan and allocate work and resources in accordance with project requirements and service delivery standards.</p> <p>Review work programs to ensure service delivery targets are met.</p>



Cemetery Employee Classification Criteria

CHARACTERISTIC	Cemetery Employee (Operations) Level 1	Cemetery Employee (Operations) Level 2	Cemetery Employee (Operations) Level 3	Cemetery Employee (Leading Hand 1) Level 4	Cemetery Employee (Leading Hand 2) Level 5	Cemetery Employee (Special Projects) Level 6
	<ul style="list-style-type: none"> • Provide a 'pick up service' of coffins and caskets • Operation of light industrial or funeral industry equipment • Pre and post burial dressing of gravesites; • Remove/replace memorial slabs, plaques, tablets or accessories • Construction and maintenance of the parks, gardens and reserves • Maintenance of assets, buildings, facilities, roads and paths • Cleaning/clearing of internal and external surfaces • Required to undertake 	<ul style="list-style-type: none"> • Assist with peripheral cremation related duties • Required to commence formal training to obtain Certificate qualifications to undertake cremation operations, lift and deepens and exhumations in order to progress to Level 3. 		<p>review of work programs to ensure service delivery targets are met-</p>	<p>programs to ensure service delivery targets are met.</p> <p>Undertake on the job formal competency assessments for employee progression to Levels 2 and 3.</p>	



Cemetery Employee Classification Criteria

CHARACTERISTIC	Cemetery Employee (Operations) Level 1	Cemetery Employee (Operations) Level 2	Cemetery Employee (Operations) Level 3	Cemetery Employee (Leading Hand 1) Level 4	Cemetery Employee (Leading Hand 2) Level 5	Cemetery Employee (Special Projects) Level 6
	further formal training as prescribed for progression to Level 2.					
Problem solving	Solutions to problems of limited complexity and similar in nature found by reference to procedures, techniques and instructions.	Solutions to a range of moderately complex problems and similar in nature are found by reference to procedures, techniques and instructions.	Solution to diverse and moderately complex problems generally found in policies, precedents, procedures and practices.	Solutions to more diverse and complex problems generally found in documented discipline related policies, principles, precedents, procedures and practices.	Solutions to very complex problems requires professional problem solving.	Solution to very complex problems involves professional problem solving and the selection of methods and techniques.
Initiative and Judgment	May work independently with limited scope to exercise initiative and judgment within clearly established procedures and practices.	Scope for exercising initiative and judgment in interpreting and applying established procedures.	Exercise initiative and judgment in applying generally established procedures.	Exercise initiative and judgment where procedures are not clearly defined. Contribute to development of procedures and practices.	Responsibility for decision making including the scope to influence operational matters. Develop procedures and practices.	Responsibility for decision making and exercising sound judgment. Scope to influence operational matters. Exercise authority in resource management issues.
Application of knowledge and skills (includes specialist knowledge)	Apply a developing knowledge and skills related to previous appointments or training in specific duties.	Apply acquired knowledge and skills gained from service and training related to a broader range of Divisional functions, tasks and practices	Apply acquired knowledge and skills gained through service, experience and education related to Division wide functions, tasks and practices	Apply sound knowledge and skills gained through education and experience. Proficient in the use of information technology systems	Apply high level knowledge and skills gained through education and substantial experience. Proficient in the use of information	Apply high level expertise and/or specialised techniques and/or advanced post trade skills gained from accredited training. Proficient in the use



Cemetery Employee Classification Criteria

CHARACTERISTIC	Cemetery Employee (Operations) Level 1	Cemetery Employee (Operations) Level 2	Cemetery Employee (Operations) Level 3	Cemetery Employee (Leading Hand 1) Level 4	Cemetery Employee (Leading Hand 2) Level 5	Cemetery Employee (Special Projects) Level 6
			Competent in the use of computerised cemetery operations systems		technology systems.	of information technology systems. Tasks performed relate to horticulture practices or cemetery operations on the basis of discipline expertise and specific subject matter.
Progression	Progression: Employees at Level 1 will progress to Level 2 following the achievement of 1. minimum 12 months experience gained from previous appointments and/or service; and 2. required licences; and 3. completed relevant training requirements; and 4. assessed as competent in all duties prescribed at	Progression: Employees at Level 2 will progress to Level 3 following the achievement of 1. A further 6 months service with the Authority; and 2. completed relevant training requirements; and 3. assessed as competent in performing duties prescribed at Level 3.	Progression beyond Level 3 for Cemetery Employee (Operations) positions does not apply.	Progression: Employees at Level 4 will progress to Level 5 following the achievement of Certificate IV in Frontline Management and 12 months experience in supervision through previous appointments and/or service.		



Cemetery Employee Classification Criteria

CHARACTERISTIC	Cemetery Employee (Operations) Level 1	Cemetery Employee (Operations) Level 2	Cemetery Employee (Operations) Level 3	Cemetery Employee (Leading Hand 1) Level 4	Cemetery Employee (Leading Hand 2) Level 5	Cemetery Employee (Special Projects) Level 6
	Level 2.					
Driving, Plant and Equipment	<p>Class C Drivers Licence</p> <p>Required to commence training to obtain relevant licences to operate plant and machinery related to the duties.</p>	<p>Class MR Drivers Licence</p> <p>Holder of required licences, completion of training and assessed as competent to operate plant and equipment, ie</p> <ul style="list-style-type: none"> • tractor with trailer • self propelled mower • tractor/slasher • jack hammer • pump unit • excavator • front end loader 	<p>Class MR Drivers Licence</p> <p>As prescribed for Level 2.</p>	<p>Class C Drivers Licence.</p> <p>Other licences as required related to designated work area.</p>	<p>As prescribed for Level 4.</p>	<p>Class MR Drivers Licence.</p>