# REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA09/9

TITLE: Catholic Cemeteries Board Administrative Employees Enterprise Agreement 2008-2011

**I.R.C. NO:** IRC8/2266

DATE APPROVED/COMMENCEMENT: 18 December 2008 / 18 December 2008

TERM: 26 Months

**NEW AGREEMENT OR** 

VARIATION: New.

**GAZETTAL REFERENCE**: 27 February 2009

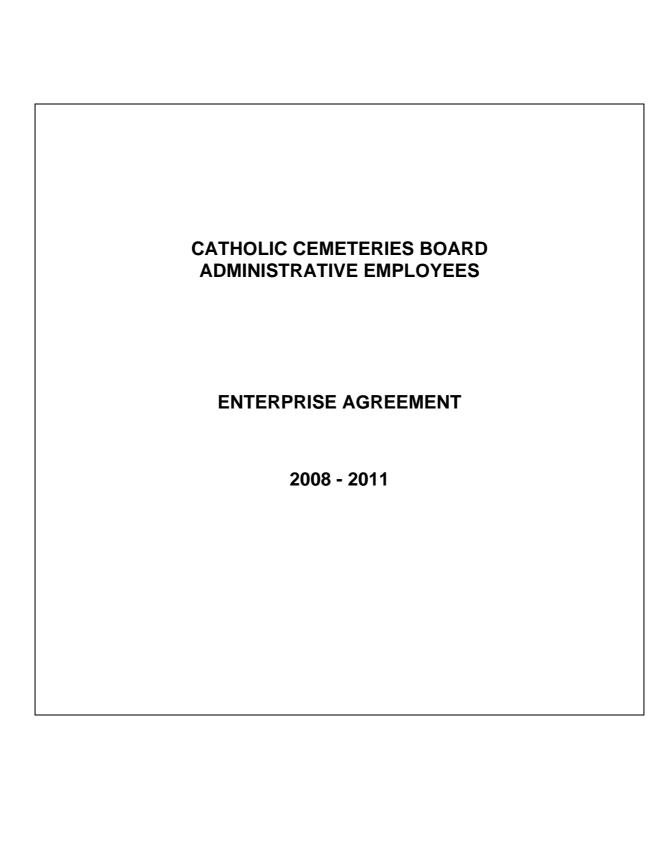
**DATE TERMINATED:** 

**NUMBER OF PAGES**: 13

# **COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all administrative employees employed by Catholic Cemeteries Board, located at Barnet Avenue, Rookwood, Lidcombe NSW, who fall within the coverage of the following awards: Clerical and Administrative Employees (State) Award, and the Clerical and Administrative Employees (Catholic Personal Carer's Leave) Award

**PARTIES:** Catholic Cemeteries Board -&- Markus Blaskovic, Lorraine Ewing, Gridassova Gridassova, Heather Halloran, Lucy Jackson-Napier, Paula Kuban, Sunitha Muralidhar, Lenard Norris, Nicole Phillips



# **ARRANGEMENT**

Clause No	Subject Matter	Page No.
1	Title	3
2	Parties to the Agreement	3
3	Scope of the Agreement	3
4	Objects of the Agreement	3
5	Classification Structure	3
6	Hours of Work and Rostered Days Off	4
7	Wages	4
8	Annual Leave	5
9	Sick Leave	5
10	Personal/Carers Leave	5
11	Bereavement Leave	6
12	Public Holidays	6
13	Saturday and Sunday Work	7
14	Meal Breaks	7
15	Termination	7
16	Grievance Procedures	7
17	Redundancy	8
18	Duress	9
19	Term of Agreement	9
20	Signatories of the Agreement	9
Annexure A	Classification Structure	10

#### 1. Title

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

## 2. Parties to the Agreement

This agreement is made between the Catholic Cemeteries Board (the "Employer"), and the administrative employees employed by the Catholic Cemeteries Board.

## 3. Scope of the Agreement

This agreement shall apply to all administrative 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 administrative 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 administrative employee will be classified under a classification 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

- Ordinary working hours for a full-time employee are based on 37.5 hours per week. Part-time employees are engaged for a regular number of hours less than this.
- Ordinary hours shall be worked from Monday to Friday between the hours of 6.00am and 7.00pm, on Saturday between 6.00am and 1.00pm and on Sunday between 6.00am and 6.00pm.
- An employee will work an additional 24 minutes each day to accrue one Rostered Day Off (RDO) each 4 weeks. Employees choosing to have RDO's must therefore work for 7 hours and 54 minutes each day. This RDO is paid as a usual working day.
- The RDO shall be taken within each 4 week period, between Monday to Friday on a day allocated by the employer. An employee may request a particular day as their RDO if the roster has not been determined, and the request will be considered. 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. Again, the employer will consider the request but is not obliged to grant it.
- 6.5 An employee cannot take RDOs on consecutive days.
- 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.
- 6.7 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

7.1 The minimum weekly rate of pay for full-time administrative 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	1 July	11 February	11 February
	2008	2009	2010
	4% Increase	3.5% Increase	3% Increase
Administrative Employees	911.04	942.93	971.22

- 7.2 Wages shall be paid fortnightly by electronic transfer.
- 7.3 Part-time employees shall be paid an hourly rate which is the appropriate full-time weekly rate divided by 37.5.

  Casual employees shall be paid at the part-time hourly rate plus a loading of 20% as compensation for other entitlements.

7.4 Wages shall remain at 15% above the *Clerical and Administrative Employees (State) Award* minimum wage for a Grade 5 classification.

#### 8. Annual Leave

Refer to the Annual Holidays Act 1944.

### 9. Sick Leave

- 9.1 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 10 days paid sick leave in any year of service. Part time employees are entitled to a proportionate amount of sick leave.
- 9.2 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.
- 9.3 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.
- 9.4 The employee shall provide a medical practitioner's certificate for any absence in excess of single day. In the case of a single day absence before or after a public holiday or RDO, such evidence will be required for that single day. 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. A statutory declaration shall be acceptable as an alternative to a medical practitioner's certificate for up to 3 single days per year.
- 9.5 Failure to provide such satisfactory evidence as detailed in 9.4 may result in deduction of an ordinary day's pay for each day's absence.
- 9.6 Untaken sick leave at the end of 12 months shall accumulate for 12 years.

### 10. Catholic Personal/Carers Leave

- 10.1 An employee, other than a casual employee, with responsibilities in relation to a family member as set out in 10.2 who needs the employee's care and support, shall be entitled to use any current or accrued sick leave to provide care and support for such persons when they are ill, or require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 10.2 A family member is defined as being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.
- 10.3 The employee shall, if required:

- (i) provide a medical certificate or statutory declaration specifying the illness of the person concerned and stating why the illness requires care and support by the employee, or
- (ii) provide documentation acceptable to the employer or a statutory declaration stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same family member.
- In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

#### 11. Bereavement Leave

- 11.1 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 (as defined in 10.2)in Australia.
- The employee is required to provide evidence of death that is acceptable to the employer.
- 11.3 Casual employees are entitled to not be available to attend work, or to leave work on each occasion of the death of a family member (as defined in 10.2) in Australia.

## 12. Public Holidays

- 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 and an additional day's holiday to be observed in each calendar year.
- The additional holiday is not cumulative and must be taken each calendar year on a day when the majority of employees are available and agreed between the employer and employee.
- 12.3 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.
- 12.4 All work performed on a public holiday shall be paid at the rate of double time and one half within a minimum payment of 4 hours.
- 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.

## 13. Saturday and Sunday Work

Saturday and Sunday work shall be paid at the ordinary rate of pay.

#### 14. Meal Breaks

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.

### 15. Termination

Employment may be terminated by either party giving one week's notice or by the payment or forfeiture of salary in lieu of such notice.

#### 16. Grievance Procedures

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

- 16.1 Procedures relating to grievances of individual employees:
  - 16.1.1 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.
  - 16.1.2 A grievance should initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - 16.1.3 Reasonable time limits should be allowed for discussion at each level of authority.
  - 16.1.4 At the conclusion of the discussion, the employer should provide a response to the employee's grievance, and if the matter has not been resolved, include the reasons for not implementing any proposed remedy.
  - 16.1.5 While a procedure is being followed, normal work should continue.
  - 16.1.6 At an employee's request, he/she may be represented by the union or accompanied by a support person
- 16.2 Procedure for a dispute between employer and employee:
  - 16.2.1 A question, dispute or difficulty should initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - 16.2.2 Reasonable time limits should be allowed for discussion at each level of authority.

- 16.2.3 While a procedure is being followed, normal work should continue.
- 16.2.4 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.

# 17. Redundancy

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

17.1 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	

17.2 The following table of severance pay will apply:

	Amount of Severance Payment		
Length of Continuous Service	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	

17.3 A "week's pay" means the ordinary weekly rate of pay as at the date of termination, exclusive of overtime payments.

### 18. Duress

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

#### 19. Term

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

# 20. Signatories to the Agreement

Signed for and on behalf of the Catholic Cemeteries Board

Michael McMahon
Chief Executive Officer
Catholic Cemeteries Board

Signed for and on behalf of the administrative employees of the Catholic Cemeteries Board

Lorraine Ewing
Administrative Employee
Catholic Cemeteries Board

Markus Blaskovic Administrative Employee Catholic Cemeteries Board

# Administrative Employees Classification Structure

#### **Customer Service Officer**

The role of the Customer Service Officer is to maximise customer satisfaction by maintaining safety and service standards in line with Catholic Cemeteries Board policy. This involves the provision of information, issue resolution, and assistance tailored to the needs of customers in order to maintain, reinforce, and promote the services and name of the Catholic Cemeteries Board in accordance with Catholic ethos.

- (i) Ensure a consistent service approach through co-operation and teamwork
- (ii) Promote the sale of crypts to the Catholic community within a reasonable budget
- (iii) Maintain current knowledge of company products, services and policies
- (iv) Maintain measures in place to provide customer and employee safety such as OH&S awareness
- (v) Maintain daily burial records and related database entries
- (vi) Ensure proper documentation for above ground sales are maintained
- (vii) Sale of below ground right of burial when required
- (viii) Recommend appropriate changes to sales pricing for above ground burials
- (ix) Assist with general office duties
- (x) Handle monies as appropriate
- (xi) Provide high levels of customer service through the identification of customer needs and expedient resolution of issues
- (xii) Maintain total confidentiality and privacy regarding all CCB operational information and client information
- (xiii) Assist in providing initial care and comfort to visiting clients whilst waiting for another Customer Service Officer to assist them
- (xiv) Other relevant duties as required

#### Sales Officer

The role of the sales officer is to promote the sale of burial sites and achieve budgeted targets. This involves promotion, marketing, customer service, documentation and record management.

- (i) Actively promote sales of burial plots to the Catholic Community through both enquiry management (phone and counter) and proactive outbound communication with families or Catholic community groups.
- (ii) Achieve sales in line with budgeted targets
- (iii) Accurately maintain pre-need burial records
- (iv) Maintain daily burial records and related data base entries
- (v) Ensure proper deeds for above ground burials are accurately maintained
- (vi) Observe and monitor client, funeral director, market and clergy feedback and provide recommendations to management regarding appropriate changes to sales pricing for above ground burials
- (vii) Assist with general office duties when relief and other back up support is required
- (viii) Liaise with marketing personnel to ensure up to date knowledge of service standards, product features and promotion or broader marketing strategies and activities
- (ix) Maintain total confidentiality and privacy regarding all CCB operational information and client information
- (x) Assist in providing initial care and comfort to visiting clients whilst waiting for another Customer Service Officer to assist them
- (xi) Other relevant duties as required

#### **Financial Officer**

The role of the financial officer is to assist the Finance Control Manager in the administration of the financial procedures and requirements of the Catholic Cemeteries in order to correctly record transactions and produce end of month and end of year accounts.

- (i) Assist in the preparation of monthly and annual accounts
- (ii) Reconcile General ledger accounts
- (iii) Maintain the Fixed Asset register
- (iv) Assist in the preparation of the-annual budget
- (v) Preparation of weekly pays for maintenance employees
- (vi) Preparation of monthly pays for administrative employees
- (vii) Maintain and verify payroll records
- (viii) Issue cheques for all operations
- (ix) Process Accounts Payable invoices Issue debtor invoices
- (x) Prepare debtor ageing report
- (xi) Act as cashier for all transactions and prepare bank deposit forms
- (xii) Process entries on the Cemetery Management System
- (xiii) Perform associated duties
- (xiv) Maintain control of computer backup and computer consumables
- (xv) Assist staff with minor computer/technical problems and liaise with computer people when needed to solve computer problems
- (xvi) Maintain total confidentiality and privacy regarding all CCB operational information and client information
- (xvii) Assist in providing initial care and comfort to visiting clients whilst waiting for another Customer Service Officer to assist them
- (xviii) Other duties as assigned by CFO

### **Administration Officer**

The role of the administration support officer is to provide efficient support for the daily functions of the office and managers of the Catholic Cemeteries Board.

- (i) Ensure a consistent service approach through co-operation and teamwork
- (ii) Maintain current knowledge of company products, services and policies
- (iii) Typing and telephone duties
- (iv) Maintain accurate mail records
- (v) General office duties
- (vi) Maintain daily records and related database entries
- (vii) Maintain meeting room requirements
- (viii) Sale of below ground and above ground burial right of burials when required
- (ix) Maintain total confidentiality and privacy regarding all CCB operational information and client information
- (x) Assist in providing initial care and comfort to visiting clients whilst waiting for another Customer Service Officer to assist them
- (xi) Assist in ensuring the office, meeting rooms and related public areas are presented in a professional, clean and safe manner at all times and that client information is up to date
- (xii) Other relevant duties as required