

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s. 170LJ certification of agreement

s. 170XF determination of designated award(s)
for the purposes of a certified agreement

The Trustees of the Necropolis, Springvale and anor.
(AG2003/2048)

**THE TRUSTEES OF THE NECROPOLIS SPRINGVALE, ADMINISTRATION
STAFF, CERTIFIED AGREEMENT 2003**

arious employees

Cemetery operations

MISSIONER LEWIN

MELBOURNE 7 APRIL 2003

rtification of Division 2 agreement with organisation(s), determination of
signed award

DETERMINATION

letter dated 13 March 2003, The Trustees of the Necropolis Springvale sought
the purposes of Part VIE of the Workplace Relations Act 1996 (the Act), a
termination of the appropriate award to be used for the purpose of deciding
whether the agreement passes the No-disadvantage test.

on hearing Mr M Kellock for The Trustees of the Necropolis Springvale, I
determine pursuant to s. 170XF of the Act, that the Cemetery Employees Award
94 is the most appropriate award.

DECISION

is is an application for the certification of an agreement made pursuant to
provisions of s. 170LJ of Division 2, Part VIB, of the Act, between The
Trustees of the Necropolis Springvale and the Australian Municipal,
Administrative, Clerical and Services Union.

Application is made pursuant to s. 170LM of the Act.

during the hearing of this matter, I identified a clause which, in my view,
discriminated against people covered by the agreement on the basis of age.

ause 36.3, 36.4 and 36.5 provided for notice of termination in the event of redundancy and were in the following terms:

5.3 Employees up to, but not including, 30 years of age at the date notice of termination is given will receive 4 weeks' notice of termination or payment in lieu of notice.

5.4 Employees 30 years of age and up to, but not including, 50 years of age at the date notice of termination is given will receive 6 weeks' notice of termination or payment in lieu of notice.

5.5 Employees 50 years of age or over at the date notice of termination is given will receive 8 weeks' notice of termination or payment in lieu of notice."

Following the hearing, the parties redrafted the provisions, and the new terms were approved by a valid majority of employees covered by the agreement on 4 April 2003. In my view, the new clauses are not contrary to anti-discrimination laws and make the agreement fit for certification. The new clauses now form part of the agreement and are in the following terms:

5.3 Employees with less than one year of service at the date notice of termination is given will receive one weeks' notice of termination or payment in lieu of notice.

5.4 Employees with more than one year of service and up to five years at the date notice of termination is given will receive four weeks' notice of termination, or payment in lieu of notice.

5.5 Employees with more than five years and up to 10 years of service at the date notice of termination is given will receive six weeks' notice of termination, or payment in lieu of notice.

5.6 Employees with over 10 years service at the date notice of termination is given will receive eight weeks' notice of termination, or payment in lieu of notice."

I have considered the terms of the agreement and having regard to the above, I am satisfied that the agreement meets the no disadvantage test as prescribed in section 170XA of the Act.

I am also satisfied that the terms of the agreement have been approved by a valid majority of persons whose employment will be subject to the agreement.

Further, I am satisfied that the terms of the agreement have been explained to those persons in appropriate ways having regard to the particular circumstances and needs of those persons.

Moreover, the employer took reasonable steps to ensure that at least 14 days prior to the approval of the terms of the agreement by the persons concerned those persons had ready access to the agreement in writing.

The agreement contains procedures for preventing and settling disputes between the employer and the employees about matters arising under the agreement.

The period of operation of the agreement is specified in clause 3 and its final expiry date is 7 April 2005.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement between The Trustees of the Necropolis Springvale and the Australian Municipal, Administrative, Clerical and Services Union in this matter.

This agreement shall come into force from 7 April 2003 and shall remain in force until 7 April 2005.

THE COMMISSION:

COMMISSIONER

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
170LJ certification of agreement

of Trustees of The Necropolis Springvale and another
No.)

THE TRUSTEES OF THE NECROPOLIS SPRINGVALE, ADMINISTRATION STAFF,
CERTIFIED AGREEMENT 2003

This is an application for certification pursuant to Section 170LJ of the Workplace Relations Act 1996 of an Agreement known as The Trustees of The Necropolis Springvale, Administrative Staff, Certified Agreement 2003. The parties to this Agreement are The Trustees of The Necropolis Springvale, its

employees engaged at The Necropolis Cemetery, Springvale within the positions and salary bands set out in this agreement ("Administrative Employees") and the Australian Services Union.

This application was heard by me in Melbourne on []. I am satisfied that the relevant requirements of the Act and the Rules have been met.

CERTIFICATION OF AGREEMENT

In accordance with Section 170LT of the Workplace Relations Act 1996 ("the Act"), the Commission hereby certifies the attached Agreement between the Trustees of The Necropolis Springvale, its Administrative Employees and the Australian Services Union.

This Agreement shall come into force on the date it is certified by the Commission ("the Date of Certification") and shall remain in force for a period of two years from the Date of Certification.

THE COMMISSION:

COMMISSIONER]

TITLE

This Agreement will be referred to as "The Trustees of The Necropolis Springvale, Administration Staff, Certified Agreement 2003".

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APPLICATION OF AGREEMENT

1 This Agreement is binding upon:

2 The Necropolis Cemetery, Springvale ("the Employer");

3 All employees of the Employer employed in any position which falls within
4 classification structure set out in Appendix 1 of this Agreement ("Appendix
5 at The Necropolis Cemetery, Springvale as determined under this Agreement
6 whose salary is within the salary scale set out in this Agreement whether
7 not those employees are a member of the employee Organisation listed below;
8

9 The Australian Services Union ("the Union").

2 This Agreement shall come into force on the Date of Certification and all remain in force for a period of two years from the Date of Certification.

RELATIONSHIP WITH AWARDS

1 This is a comprehensive Agreement and operates to the total exclusion of:

1 any Award, including any variations or replacements of that Award, by which The Necropolis Cemetery, Springvale may at any future time be bound; and

2 The Trustees of The Necropolis Springvale, Administration Staff, Certified Agreement 2000 ("the 2000 Agreement").

2 Notwithstanding clause 4.1 above, if during the term of this Agreement, any variation is made to the Cemetery Employees Award 1994 to reflect safety increases or test case standards determined by the Commission ("the Variations"), this Agreement shall be read so as to include the Variations.

3 This Agreement wholly supersedes the 2000 Agreement and no provision of the 2000 Agreement in respect of any employee bound by that Agreement shall survive the commencement of this Agreement. However, no right, obligation or liability accrued under the 2000 Agreement prior to the commencement of this Agreement, shall be effected by the supersession of this Agreement.

4 For the purposes of the no-disadvantage test and certification of this Agreement, in accordance with 170XF of the Act, the designated Award shall be the Cemetery Employees Award 1994 as varied and/or replaced.

APPLICATION OF THIS AGREEMENT TO CASUAL EMPLOYEES

1 In addition those clauses which upon their terms do not apply to casual employees, the following provisions of this Agreement do not apply to casual employees. All references to clauses are inclusive:

- clause 26 - Annual Leave
- clause 27 - Public Holidays
- clause 28 - Sick Leave
- clause 29 - Carers Leave
- clause 30 - Long Service Leave
- clause 31 - Parental Leave
- clause 34 - Termination of Employment

2 For the avoidance of doubt, in addition to the provisions of clause 5.1, the following clauses also do not apply to casual employees:

- clause 9 - Rostered Days Off

clause 16 - Overtime
clause 17 - Callback
clause 19 - Salary Increases
clause 20 - Service Awards
clause 36 - Redundancy
clause 44 - Staff Continuity of Service Recognition

SAVINGS CLAUSE

1 No employees' Salary (as defined in this Agreement) shall be reduced as a result of the certification of this Agreement.

EMPLOYMENT RELATIONSHIP

Probationary Employment

1 The Employer may initially engage any employee, other than a casual employee, on a period of probationary employment, for the purposes of determining the employee's suitability for on-going employment.

2 The duration of the probationary period shall be for a period of three months from the date of the employee's commencement of employment with the Employer.

3 Probationary employment shall form part of an employee's period of continuous employment with the Employer unless otherwise specified in this Agreement.

Categories of employment

1 The Employer may engage employees in any of the following categories of employment:

1 full time;

2 part time;

3 casual;

4 for a specified period not exceeding 9 months, and not exceeding a period of 12 months, inclusive of any period of probationary employment.

5 In the avoidance of doubt, for the purpose of calculating the 9 month period specified in clause 7.4(d) above, the period of probationary employment with the Employer shall not be included.

5 A full time employee is an employee engaged to work ordinary weekly hours 37 hours per week, Monday to Friday inclusive, as rostered by the Employer.

6 A part time employee is an employee engaged to work a regular pattern of hours of less than 37 hours per week.

7 A casual employee is an employee who is engaged and paid as such. Casual employees are employed by the hour.

8 An employee may be engaged on a full time or part time basis for a specified period or for a specified task.

9 An employee engaged under clause 7.4(d) above shall be a full time or part time employee for the purposes of this Agreement unless otherwise specified in this Agreement.

10 Employment under a contract of employment for a specified period shall form part of an employee's continuous employment with the Employer.

Method of engagement of Employees

11 The Employer may offer employees employment with the Employer on terms and conditions of employment that differ from those contained in this Agreement.

12 The terms and conditions of employment offered to an employee under clause 7.11 above, shall:

be on terms no less favourable overall than those contained in this Agreement; and

prevail over the terms of this Agreement.

13 After a period of 12 months' continuous employment on terms and conditions of employment that differ from those contained in this Agreement, an employee may, in his or her sole discretion, direct the Employer in writing to continue his or her employment on the basis of the terms and conditions set out in this Agreement. If an employee gives the Employer a written direction in accordance with this clause, the employee's employment on terms and conditions which differ from those contained in this Agreement shall cease on and from the date the direction is given, and the employee's employment will continue on the terms and conditions contained in this Agreement.

HOURS OF WORK

Ordinary Daily and Weekly Hours

1 Subject to clause 9 of this Agreement, full time employees shall work 37 hours per week, Monday to Friday inclusive ("Ordinary Weekly Hours"). Ordinary Weekly Hours shall comprise 7.4 hours work per day, Monday to Friday inclusive ("Ordinary Daily Hours") and the Ordinary Daily Hours shall be such hours as are advised to the employee by the Employer, between the hours of 8.00 a.m. and 30 p.m.

2 With the prior consent of the Employer, an employee may exchange his or her advised Ordinary Daily Hours on any particular day with another employee.

3 Full time employees shall be paid an Annual Salary for Ordinary Weekly hours worked in accordance with clause 13.7 of this Agreement.

Weekend Hours and Public Holiday Work

4 In addition to Ordinary Weekly Hours, full time employees shall work additional hours on a Saturday, Sunday ("Weekend Work") and/or Public Holidays ("Public Holiday Work") as rostered by the Employer.

5 Subject to clause 8.6, core hours of work for Weekend Work and Public Holiday Work shall be as advised by the Employer between the following hours:

6 on any Saturday (other than a public holiday) - 9.00am and 4.00pm;

6 on any Sunday and Public Holidays - 9.00am and 5.00pm.

5 For all Weekend Work on Saturdays (other than Public Holidays), the Employer shall nominate one rostered employee as the supervising employee.

7 The Employer shall ensure that:

6 an employee is not rostered to work more than a total of 15 Saturdays, Sundays and/or Public Holidays in each 12 month period;

6 an employee's Weekend Work and Public Holiday Work is distributed as evenly as is practicable throughout each 12 month period unless otherwise agreed to between the Employer and the employee.

3 The Fostering of Weekend Work and Public Holiday Work shall be monitored by the Consultative Committee to ensure that Weekend Work and Public Holiday Work is distributed as evenly as is practicable for all employees in each 12 month period.

9 Nothing in this clause 8 shall prevent an employee from agreeing to work more than 15 Saturdays, Sundays and/or Public Holidays, in any 12 month period.

10 Weekend Work shall be paid in accordance with clause 14 of this Agreement. Public Holiday Work shall be paid in accordance with clause 15 of this Agreement.

Part time and casual employees

11 Part time and casual employees shall work such hours and on such days as agreed to between the employee and the Employer, and shall be paid in accordance with clause 13 of this Agreement.

ROSTERED DAYS OFF

1 Subject to clause 26.2, in consideration for working Ordinary Weekly hours, full time employees shall be entitled to one rostered day off ("RDO") as rostered by the Employer, upon the completion of 19 days full time work in each roster week cycle.

2 RDOs will be without deduction of pay.

3 RDOs shall be rostered by the Employer in its discretion on any day, Monday to Friday inclusive.

4 An employee may, with the prior consent of the Employer, exchange his or her RDO for an alternate day. Generally, RDOs must be exchanged for an alternate day within the same 28 day roster cycle in which the RDO was initially rostered by the Employer.

MEAL BREAKS

1 Employees will be entitled to an unpaid meal break of 45 minutes on each day worked on a Monday to Friday inclusive.

REST PERIOD

1 Where practicable, and to do so will not interfere with the normal running of the Employer's operations, employees shall be entitled to two rest periods on each day worked on a Monday to Friday inclusive, as follows:

1 10 minutes between the time of commencing work and the time of the usual meal break;

2 10 minutes between the time of the usual meal break and the time the employee ceases work.

CLASSIFICATION OF EMPLOYEES

.1 The employees and the Employer acknowledge and agree that the Employer's business needs require a flexible, multi-skilled workforce. The parties are committed to ensuring that the evolving business needs of the Employer are met and to ensuring the continued development and expansion of the skills, abilities and knowledge of the employees.

.2 Subject to clause 12.1, each employee whose employment is covered by this Agreement will be classified as falling within one of the levels set out in Appendix 1. This information will be made available to each employee. An existing employee's Annual Salary will not, under any circumstance, be increased by this classification process.

.3 The classification of an employee's position may be reviewed and amended from time to time by the Employer.

.4 The Employer and an employee may agree, on commencement of their employment, that the employee will commence at a higher salary point than the lowest salary point within the relevant level in recognition of the employee's prior skills, training and/or experience.

.5 Where disagreement exists between the Employer and the incumbent of a job as to the classification of the job by the Employer, such disagreement will be referred to the Consultative Committee for further review.

.6 Appendix 1 is not an exhaustive statement of the duties which may be required to be performed by an employee within each classification level and the Employer may direct an employee to carry out any other duties which are consistent with the employee's classification level.

REMUNERATION

Definitions

.1 For the purposes of this Agreement:

(a) "Salary" means the gross amount payable to an employee on a weekly basis for working Ordinary Weekly Hours, and is calculated on the basis of 1/52 of Annual Salary. Salary does not include any payment made to the employee for:

(i) Weekend Work;

(ii) Public Holiday Work;

(iii) Overtime worked in excess of Ordinary Daily Hours; or

7) Bonus payments,

does include Service Awards.

"Annual Salary" means the gross amount payable to an employee for working Ordinary Weekly Hours in any one year period, and is an amount equal to Salary multiplied by 52.

"Base Hourly Rate" means the gross amount payable to an employee per hour working Ordinary Weekly Hours and is an amount equivalent to the employees salary divided by 35.

Payment of Salary

.2 Salary will be paid on a weekly basis, or such other as is mutually agreed between the Employer and the employee.

.3 Salary will be paid in arrears.

.4 Salary will be paid by direct transfer into a bank account (or other recognised financial institution account) nominated by the employee and advised to the Employer ("the Employee's Nominated Account"). An employee may nominate up to three separate accounts into which Salary will be transferred (either in whole or in part) by the Employer.

.5 Payment for Weekend Work, Public Holiday Work and Overtime shall be paid by direct transfer into an Employee's Nominated Account in the first full pay period after the week in which the Weekend Work, Public Holiday Work or Overtime was worked.

.6 Payment for Service Awards shall be in accordance with clause 20 of this Agreement.

Amount of Salary

.7 Full time employees over the age of 19 years shall be paid an Annual Salary, for all Ordinary Weekly Hours worked, in accordance with the classification of the employee's position, as set out in Appendix 1, as follows:

Level 1 \$27,000.00 - \$32,000.00

Level 2 \$29,000.00 - \$35,000.00

Level 3 \$33,000.00 - \$42,000.00

rel 4 \$37,000.00 - \$45,000.00

rel 5 \$40,000.00 - \$49,000.00

Subject to clause 19, any increase in the employee's Annual Salary will be determined at the discretion of the Employer upon the basis of the employee's performance, following a performance appraisal conducted in accordance with clause 21 of this Agreement.

1.8 In the case of part time employees, the Annual Salary set out in clause 1.7 above, will be paid on a pro-rata basis calculated on the number of hours worked by the employee per week as a proportion of Ordinary Weekly Hours.

1.9 Employees under the age of 19 years will be paid an Annual Salary calculated on the following percentage of the Annual Salary set out in clause 1.7 above, in accordance with the classification of the employee's position as set out in Appendix 1:

- 1) Employees aged 16 years and under - 50%;
- 2) Employees aged 17 years - 60%;
- 3) Employees aged 18 years - 75%;
- 4) Employees aged 19 years - 100%.

1.10 Casual employees will be paid by the hour, for each hour worked, at an hourly rate as agreed to between the employee and the Employer ("the Casual Hourly Rate").

1.11 The Casual Hourly Rate will be not less than \$16.6495 per hour, and is inclusive of a 25% casual loading and an annual leave loading.

1.12 Casual employees shall be paid as follows for hours worked on a Saturday or Sunday:

- 1) for work on a Saturday:
 - a) for the first two hours worked - 1.5 times the Casual Hourly Rate;
 - b) for each hour thereafter - 2 times the Casual Hourly Rate.
- 2) for work on a Sunday:
 - a) 2 times the Casual Hourly Rate for all hours worked.

- .13 For hours worked on a Public Holiday Casual Employees shall be paid:
- o at 2 times the Casual Hourly Rate for all hours worked;
 - o in accordance with this clause for a minimum of four hours.

PAYMENT FOR WEEKEND HOURS

- .1 Weekend Work worked shall be paid in accordance with this clause.
- .2 Weekend Work worked on Saturday shall be paid as follows:
- o for the first two hours worked - 1.5 times Base Hourly Rate;
 - o for each hour worked thereafter - 2 times Base Hourly Rate.
- .3 Weekend Work worked on a Sunday shall be paid at 2 times Base Hourly Rate for all hours worked.

PAYMENT FOR PUBLIC HOLIDAY HOURS

- .1 Public Holiday Work worked shall be paid in accordance with this clause.
- .2 In addition to the entitlement to Salary set out in clause 13, Public Holiday Work worked shall be paid:
- o at 2 times Base Hourly Rate for all hours worked;
 - o in accordance with this clause for a minimum of four hours.

OVERTIME

- .1 In addition to Weekend Work and Public Holiday Work, the Employer may require an employee to work reasonable overtime, which shall be paid at the rates set out in this clause.
- .2 Subject to clause 18 of this Agreement employees, other than those who have been recalled in accordance with clause 17, who work in excess of their ordinary Daily Hours, shall be paid overtime for each hour worked in excess of their Ordinary Daily Hours as follows:
- o for the first two hours - 1.5 times Base Hourly Rate;
 - o for each hour thereafter - 2 times Base Hourly Rate.

.3 In calculating overtime payments, each day's work stands alone and overtime is not cumulative.

CALLBACK

.1 The Employer may recall an employee to work overtime ("Recall").

.2 Subject to clause 18 of this Agreement an employee:

 .1 recalled to work overtime after leaving the Employer's premises; and

 .2 who is not notified of the requirement to work overtime before leaving the Employer's premises,

shall be paid for a minimum of 4 hours' work for each Recall at the overtime rates set out in clauses 17.3 and 17.4 below.

.3 Recall occurring on a Monday to Saturday inclusive shall be paid as follows:

 .1 for the first two hours - 1.5 times Base Hourly Rate;

 .2 for each hour thereafter - 2 times Base Hourly Rate.

.4 Recall occurring on a Sunday or Public Holiday shall be paid in accordance with clause 14.3 and clause 15.2 respectively.

.5 For the avoidance of doubt, this clause 17 does not apply to overtime which is continuous with the employee's Ordinary Daily Hours, Weekend Work or Public Holiday Work.

TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

.1 For the purposes of this clause 18, overtime includes Weekend Work, Public Holiday Work, Recall and work in excess of Ordinary Daily Hours.

.2 With the prior consent to the Employer, an employee may take time off in lieu of payment for overtime.

.3 Any time taken in lieu of payment for overtime in accordance with this clause, shall be at such time or times as agreed to between the Employer and employee.

.4 Time taken in lieu of payment for overtime shall be on the basis of one hour of overtime worked for one hour of time off in lieu.

SALARY INCREASES

.1 In recognition of productivity improvements in the workplace, the implementation of a "can do" approach to customer service and flexibilities resulting from the introduction of multi-skilling within each level of the employee classifications in Appendix 1, Annual Salary shall increase over the life of this Agreement as follows:

from the first full pay period on or after the Date of Certification of this Agreement ("the Commencement Date") - 3.95%; and

from the first full pay period on or after the 1st anniversary of the Commencement Date in the year 2004 - 3% or the same percentage increase as the percentage increase in the Consumer Price Index (All Groups - Melbourne) over the period 1 January 2003 to 31 December 2003, whichever is the greater.

SERVICE AWARDS

.1 In recognition of employees commitment to the Employer and its business operations, employees will, depending on their length of service, be entitled to a payment to be known as a Service Award.

.2 Where paid, a Service Award will be additional to Annual Salary and any other payments provided for under this Agreement, but will form part of an employee's Annual Salary for all purposes.

.3 Any entitlement to a Service Award will be in accordance with this clause

.4 Subject to clauses 20.7 and 20.8, Service Awards will be paid to an employee as follows:

upon the employee completing one year's continuous employment with the Employer, the gross sum of \$272.00 will be added to the employee's Annual Salary, then

upon the employee completing two years' continuous employment with the Employer, the gross sum of \$272.00 will be added to the employee's Annual Salary, then

upon the employee completing five years' continuous employment with the Employer, the gross sum of \$272.00 will be added to the employee's Annual Salary.

.5 Service Awards are granted to an employee on a once only basis and only the completion of one, two and five years continuous service with the Employer in the terms set out in clause 20.4.

.6 Part-time employees shall be entitled to Service Awards on a pro-rata basis calculated on the number of hours worked by the employee in each year, as a proportion of the number of hours worked by an employee in a full-time position.

.7 The Service Awards set out in this clause 20 are only paid to employees who achieve any of the continuous service milestones set out in clause 20.4 during the two year term of this Agreement as set out in clause 3.2. In order to avoid any doubt, if such continuous service milestones are not achieved during the two year term or, alternatively, immediately prior to the certification of this Agreement, one or more of the continuous service milestones have already been achieved, an employee will not be entitled to the relevant Service Award(s). For example, as at the date of certification of this Agreement, an employee has 1.5 years continuous service with the Employer. This employee will not be entitled to the Service Award under clause 20.4(a). However, upon completing 2 years continuous employment with the Employer, the employee will be entitled to the Service Award under clause 20.4(b).

.8 Further, any Service Award granted and paid under the 2000 Agreement is to be increased to reflect the amount of the corresponding Service Award under this clause 20. For example, an employee who was granted and paid the First Service Award amount of \$250.00 under the 2000 Agreement is not entitled to be paid an additional amount of \$22 under this clause 20.

PERFORMANCE REVIEWS

.1 Each employee's work performance shall be reviewed annually, between 15 October and 15 December each year ("the Annual Performance Review"), unless the employee is on approved leave, in which case the employee's work performance shall be reviewed as soon as practicable after the employee returns from leave.

.2 The Annual Performance Review will be conducted in accordance with the review process established by the Consultative Committee.

.3 The Annual Performance Review will be undertaken by the employee's supervisor or other person nominated by the Employer, hereafter referred to collectively as "the Supervisor".

.4 All aspects of the employee's performance will be reviewed including, but not limited to:

the level of knowledge and skill demonstrated by the employee in the performance of his or her duties;

the overall standard of performance attained by the employee in the performance of his or her duties;

the employee's efforts to attain new skills, knowledge and abilities;

the employee's ability to work as a member of a team;

the employee's willingness to demonstrate flexibility as to the duties to performed; and

employee's commitment to the Employer's customer service principles.

.5 At the conclusion of the Annual Performance Review, the Supervisor will make a recommendation to be considered by the Employer as to whether:

the employee's Annual Salary should be increased, and if so, the amount of such increase;

a Bonus Payment (as set out in clause 22 of this Agreement) should be made to the employee and if so, the amount of any such Bonus Payment; and

the employee's salary level and position classification are appropriate.

.6 Following consideration by the Employer of the employee's performance and the Supervisor's recommendation, the Employer shall determine whether the employee's Annual Salary is to be increased, and if so, the amount of any such increase. Any increase will be payable from the commencement of the first full pay period in the month of January immediately occurring following the Annual Performance Review.

.7 The Consultative Committee will monitor the implementation and conduct of the Annual Performance Review.

.8 In addition to the Annual Performance Review, an employee's work performance may be reviewed at any other time during each year as determined by the Employer and in accordance with the review process established by the Consultative Committee.

BONUS PAYMENTS

.1 The Employer may, following an employee's Annual Performance Review or at any other time as considered appropriate by the Employer, determine to pay to an employee a Bonus Payment in accordance with this clause.

.2 A Bonus Payment may be paid in addition to any increase in the employee's Annual Salary.

.3 The Bonus Payment:

may comprise a single lump sum monetary payment, or any other benefit or award considered appropriate by the Employer;

shall be of an amount or to such a value as determined by the Employer;

shall be determined by the Employer on criteria it considers appropriate, including for recognition of an employee's outstanding contribution to the workplace, or exceptional performance in the preceding year.

.4 Any entitlement to a Bonus Payment, and the quantum or form of any such Bonus Payment (as applicable), shall be determined in the Employer's absolute discretion.

.5 No Bonus Payment shall form part of an employee's Salary or Annual Salary.

SUPERANNUATION

.1 For the purposes of calculating employer superannuation contributions for employees not members of a defined benefits superannuation scheme, Salary, Service Awards and payments made for rostered Weekend Work and Public Holiday Work shall be included.

.2 The Employer will make all superannuation contributions to the Local Authorities Superannuation Defined Benefits Scheme for those employees who are currently members of that scheme and the LASPlan for all other employees together "the Superannuation Schemes"), unless the Employer agrees otherwise with individual employees.

.3 Notwithstanding any other provision of this Agreement, an employee may elect in writing to contribute via salary sacrifice a weekly amount of up to 5% of their Salary to the Superannuation Schemes (as applicable). If an election is made by an employee to salary sacrifice under this clause 23.3, the employee can only subsequently change that election by giving the Employer a minimum of 2 months written notice and in any event only once per 12 month period.

TELEPHONE CALL REIMBURSEMENT

.1 The Employer will reimburse to an employee the cost of any telephone calls made by the employee in the proper performance of the employee's duties.

VEHICLE ALLOWANCE

employee required to use his or her motor vehicle in the proper performance his or her duties shall be paid a motor vehicle allowance of 58.3 cents per kilometre or the rate determined from time to time by the Australian Taxation Office, whichever is the greater.

ANNUAL LEAVE

.1 Upon the completion of 12 months' employment with the Employer, an employee shall be entitled to 4 weeks' annual leave for each period of 12 months' continuous employment.

.2 RDOs do not accrue during any periods when the employee is on annual leave.

.3 Annual leave shall, so far as is possible, be taken at times agreed to between the Employer and the employee. If agreement cannot be reached, annual leave shall be taken at such time or times as directed by the Employer.

.4 Other than with the Employer's prior written consent, no employee may accrue annual leave in excess of 8 weeks.

.5 An annual leave loading of 17.5% of the employee's Salary is included in employee's Annual Salary, and no additional annual leave loading will be paid upon the taking of annual leave, or its payment upon termination of employment.

.6 Upon termination of employment, the Employer will pay to the employee all accrued but untaken annual leave, as at the date of termination, calculated on a basis of the employee's Salary.

.7 Subject to the other provisions of this clause, annual leave accrues pro-rata and is cumulative.

PUBLIC HOLIDAYS

.1 In addition to annual leave, subject to the other provisions of this clause, employees shall be entitled to the following Public Holidays without deduction of pay:

• New Years Day;

Australia Day;
Labour Day;
Good Friday;
Easter Monday;
Anzac Day;
Queens Birthday;
Melbourne Cup Day;
Christmas Day; and
Boxing Day.

2(a) When Christmas Day falls on a Saturday or a Sunday, employees shall be entitled to a holiday in lieu of Christmas Day on 27 December, and employees shall not be entitled to a Public Holiday on Christmas Day; and

When Boxing Day falls on a Saturday or a Sunday, employees shall be entitled to a holiday in lieu of Boxing Day on 28 December, and employees shall not be entitled to a Public Holiday on Boxing Day; and

When New Year's Day falls on a Saturday or a Sunday, employees shall be entitled to a holiday in lieu of New Year's Day which shall be taken on the first Monday following New Year's Day and employees shall not be entitled to a Public Holiday on New Year's Day.

3 In addition to the Public Holidays set out in clause 27.1 above, employees shall be entitled to any other Public Holiday declared or prescribed in the State of Victoria without deduction of pay.

4 The Employer and an employee may agree to substitute an alternate day for a Public Holiday set out in clause 27.1 above. Any agreement between an employee and the Employer in accordance with this clause will be recorded in writing.

5 The Employer and the employees acknowledge that employees' entitlement to a holiday without deduction of pay on Union Picnic Day was previously deleted in consideration for salary increases under the 1997 Agreement.

SICK LEAVE

.1 Subject to clause 28.7 sick leave accrues at the rate of 15 days for each completed year of continuous employment with the Employer.

.2 Notwithstanding clause 28.1 above, employees have no entitlement to take sick leave until the completion of three month's continuous employment with the Employer.

.3 Untaken sick leave accumulates from year to year, up to a maximum of 130 days.

.4 Other than in circumstances of termination due to redundancy, as defined in this Agreement, accrued but untaken sick leave will not be paid upon termination of employment.

.5 An employee unable to attend for duty due to illness or injury shall notify the Employer by telephone at least one hour prior to the time at which the employee is rostered to commence duty on that day, or as soon as practicable thereafter, and shall advise the Employer of the anticipated duration of the employee's absence.

.6 Employees shall provide medical certificates, or such other evidence of illness or injury satisfactory to the Employer, for any absence on the ground of illness or injury which:

1. occurs on any day before or after a Public Holiday (or a day in lieu) or any day before or after an RDO taken by the employee;

2. which continues in excess of any two consecutive days on which the employee is rostered to perform duties; and

3. occurs at any time, if the employee has already been absent on the ground of illness or injury for 4 days (whether aggregate or single days) on which the employee was rostered to perform duties in that calendar year.

.7 During the term of this Agreement, an employee may elect by giving 2 months written notice to the Employer to vary their entitlement to sick leave set out in clause 28.1. Such election will be to reduce the employee's future entitlements to sick leave under this Agreement from 15 days to 10 days for each completed year of continuous employment with the Employer. If an employee makes such election:

1. the Employee's Annual Salary will increase by an amount equivalent to 80% of the Employee's Salary for working Ordinary Weekly Hours for 5 days; and

2. the Employee will thereafter be entitled to 10 days sick leave for each completed year of continuous service.

CARERS LEAVE

.1 Subject to the provisions of this clause, employees may use up to 5 days sick leave in any 12 month period, to care for a member/s of the employee's household or immediate family who is ill ("the Ill Family Member").

.2 Any entitlement to use sick leave in accordance with this clause is subject to:

a) the employee being primarily responsible for the care of the Ill Family Member; and

b) the Ill Family Member being:

i) a member of the employee's immediate family; or

ii) a member of the employee's household.

.3 An employee who uses sick leave to care for an Ill Family Member in accordance with this clause shall provide medical certificates to the Employer certifying the illness of the Ill Family Member, if requested to do so by the Employer.

.4 The employee shall give the Employer notice of:

a) the employee's intention to take sick leave to care for an Ill Family Member;

b) the general nature of the immediately family member's illness, injury or incapacity;

c) the anticipated length of the employee's absence;

d) the name of the Ill Family Member; and

e) the Ill Family Member's relationship to the employee.

.5 The employee shall notify the Employer of the matters set out in clause .4 above:

a) as soon as is practicable; and

b) in any event, at least 1 hour prior to the time the employee is rostered to commence duty on the first day of the intended absence.

.6 For the purposes of this clause 29:

"immediate family" means:

a spouse (including a former spouse, a de-facto spouse and former defacto spouse) of the employee. A de-facto spouse in relation to an employee, means a person who lives with the employee as the partner of the employee, on a bona fide domestic basis, and

i) a child or an adult child (including an adopted child, a step child and ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

.7 In addition to if an employee has exhausted his or her entitlement to use sick leave to care for an ill Family Member, he or she may, with the prior consent of the Employer, and on such terms and conditions as determined by the Employer in its absolute discretion, take unpaid leave to care for an ill Family Member.

LONG SERVICE LEAVE

.1 Employees shall be entitled to long service leave as follows:

in respect of employment with the Employer prior to 1 July 1995 - 13 weeks' long service leave after the completion of 15 years' continuous employment with the Employer;

in respect of employment with the Employer from 1 July 1995 - 13 weeks' long service leave after completion of 10 years' continuous employment with the Employer.

.2 Long service leave will be taken at a time or times as agreed to between the Employer and the employee.

.3 An employee taking long service leave will be paid his or her Salary in advance for the period of leave to be taken, unless otherwise agreed to between the Employer and the employee. An employee on long service leave will receive any increases in Salary to which he or she is entitled under this Agreement.

.4 Long service leave includes:

any Public Holiday that occurs; and

any RDO which would ordinarily be rostered;

ring the period when leave is taken, but does not include any annual leave accruing during that period.

.5 Upon termination of employment, other than termination of employment due to redundancy, the Employer will pay to an employee with seven or more years of continuous employment a pro-rata payment for long service leave, calculated on the employee's Salary as at the date of termination.

.6 An employee must not work for hire or reward of any kind while he or she is on long service leave.

.7 For the purposes of this clause 30 and this Agreement, an employee's employment with the Employer shall be considered to be continuous employment in spite:

(a) the taking of annual leave or long service leave;

(b) absence from work on account of illness or injury for which the employee has an entitlement to sick leave;

(c) the taking of any other leave granted by the Employer, unless otherwise specified by the Employer when granting the leave;

(d) any interruption arising directly or indirectly from an industrial dispute;

(e) any absence from work for parental leave in accordance with clause 31 of this Agreement.

However, any absence from work in accordance with sub-clause (d) and (e) above shall not be included when calculating the period of continuous employment of an employee for the purposes of this Agreement.

PARENTAL LEAVE

.1 For the purposes of this Agreement, parental leave shall include maternity leave, paternity leave and adoption leave.

.2 An employee shall be entitled to parental leave in accordance with the provisions of Schedule 1A of the Workplace Relations Act 1996, or any other relevant legislation, as amended and in force from time to time.

BEREAVEMENT LEAVE

.1 An employee shall be entitled to a maximum of 2 days' leave, without loss of pay, on each occasion of the death in Australia of the employee's spouse, parent, sibling, child, step-child, parents-in-law or grandparent.

.2 If requested to do so by the Employer, the employee shall provide to the Employer evidence satisfactory to the Employer of the death entitling the employee to bereavement leave in accordance with this clause.

.3 For the purposes of this clause, "spouse" shall include a de-facto spouse and a spouse or de facto spouse with whom the employee is no longer cohabitating.

JURY SERVICE

.1 The Employer shall pay to an employee required to attend for jury service during Ordinary Working Hours an amount equal to the difference between the amount paid to the employee for attending jury service, and the Salary the employee would have received during the period of attendance for jury service.

.2 An employee shall notify the Employer as soon as possible of the date on which the employee is required to attend for jury service.

.3 The employee shall provide evidence to the Employer, satisfactory to the Employer, of:

- the employee's attendance for jury service;
- the duration of the employee's attendance for jury service; and
- the amount paid to the employee for attendance at jury service.

TERMINATION OF EMPLOYMENT

Termination by the Employer

.1 Other than in the circumstances of termination of employment due to redundancy, the Employer may terminate an employee's employment by giving notice to the employee as follows:

Employee's period of continuous employment with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks'

More than 3 years but not more than 5 years 3 weeks'

More than 5 years 4 weeks'

.2 In addition to the notice periods set out in clause 34.1 above, employees over 45 years of age at the time of giving of notice of termination, with not less than 2 years' continuous employment with the Employer, will be entitled to an additional week's notice.

.3 The Employer may elect that the employee work all, none or part only of the notice period. If the Employer elects that the employee work none or part only of the notice period, the Employer will make payment in lieu for any unworked part of the notice period.

.4 Any payment in lieu of notice will be paid on the basis of the employee's salary at the time of termination.

.5 The Employer may terminate an employee's employment without notice for serious misconduct. In such circumstances, an employee will receive payment for accrued but untaken annual leave and long service leave only.

.6 The Employer is not required to give notice of termination to:

(a) casual employees; or

(b) employees engaged for a specified period.

Where notice of termination of employment has been given by the Employer, the employee shall be entitled to up to one day's leave, without loss of pay, for the purpose of seeking alternative employment. Leave under this clause shall be taken at times agreed to by the Employer.

Termination by an employee

.7 An employee may resign from employment with the Employer by giving notice in accordance with clause 34.1 above. An employee aged over 45 years of age with 2 years' continuous employment or more at the time of giving notice of termination, is not required to give an additional week's notice of termination.

.8 If an employee fails to give notice in accordance with this clause, the Employer may withhold moneys due to the employee of an amount equal to the salary the employee would have received during the notice period, or such amount as is equal to the period of notice not given.

.9 The Employer may elect that the employee work all, none or part only of the notice period. If the Employer elects that the employee work none or part only of the notice period, the Employer will make payment in lieu of any unworked part of the notice period.

General provisions

.10 The Employer shall, upon request, provide to an employee, whose employment has terminated,, a written statement specifying the period of the employee's employment with the Employer, and the position held by the employee.

Abandonment of Employment

.11 It shall be prima facie evidence that an employee has abandoned his or her employment if:

- the employee is absent from work for a continuous period exceeding three working days;
- without the consent of the Employer; and
- without notification of his or her absence to the Employer ("the authorised Absence").

.12 An employee shall be deemed to have abandoned his or her employment if within 14 days of:

- the employee's last attendance at work;
- the employee's last absence from work for which consent or proper notification was given,

and the employee has not established to the satisfaction of the Employer that the authorised Absence was for reasonable cause.

.13 If an employee is deemed to have abandoned his or her employment in accordance with this clause, the employee's employment shall be terminated from the date:

- of the employee's last attendance at work; or
- of the employee's last absence from work for which consent or proper notification was given,

whichever is the latter.

ACCIDENT PAY

.1 Subject to the provisions of this clause 35, the Employer will pay Accident Pay to an employee who is in receipt of weekly payments under the provisions of the relevant workers' compensation legislation, as amended and in force from time to time ("the Act").

.2 Subject to the provisions of this clause 35, the Employer will pay Accident Pay:

- while the employee remains in the employment of the Employer;
- in respect of an injury which occurs during the course of the employee's employment with the Employer;
- while the employee is in receipt of weekly payments under the Act, for a maximum period (whether a single period or an aggregate of periods) of 39 weeks for any one injury.

.3 Notwithstanding clause 35.2, if the employment of an employee receiving Accident Pay is terminated for reasons other than:

- serious and/or wilful misconduct; or
- arising from a declaration of liquidation of the Employer, in which case in the absence of agreement, the matter shall be referred to the Australian Industrial Relations Commission,

the Employer shall continue to pay the employee Accident Pay in accordance with the provisions of this clause 35.

.4 Any entitlement to payment of Accident Pay following termination of employment, is subject to the employee providing evidence satisfactory to the Employer of his or her continued entitlement to weekly payments under the Act.

.5 Accident Pay shall not be paid:

- for any injury occurring during the first three weeks of employment, unless that injury continues beyond that period, in which case Accident Pay shall be paid from the commencement of the fourth week of employment;
- for the first five days of the incapacity on which the employee is required to work Ordinary Daily Hours;
- for any period during which the employee is absent on any type of paid leave;

in respect of industrial diseases contracted by a gradual process, or injury subject to recurrence, aggravation or acceleration (as provided for in the Act), unless the employee has been employed by the Employer at the time of incapacity for a minimum period of one month;

from the date of any redemption of weekly payments by the employee for a lump sum, in accordance with the provisions of the Act; and

in accordance with the Act, a medical referee has provided a certificate stating that the employee is fit for work, or specifies work for which the employee is fit, and such work is provided by the Employer but is not undertaken by the employee. Any cessation of Accident Pay in accordance with this sub-clause 35.5(f) shall commence from the date upon which the employee does not undertake the work as provided.

6 Upon receiving an injury for which the employee believes he or she may be entitled to be paid Accident Pay, the employee or his or her representative shall give written notice of the injury to the Employer as soon as is reasonably practicable after the injury.

7 Any entitlement to Accident Pay shall cease on the death of the employee.

8 Upon commencement of employment with the Employer, the employee upon request will declare to the Employer all workers' compensation claims made by the employee or made on his or her behalf in the previous five years. If the employee deliberately or knowingly provides inaccurate information under this sub-clause, the employee will have no entitlement to Accident Pay in accordance with this clause 35.

9 An employee receiving Accident Pay or who has received Accident Pay shall inform the employer of any action or claim he or she may make for damages arising from the injury entitling him or her to Accident Pay under this agreement ("the Entitling Injury"). The employee shall inform the Employer of any action or claim he may make for damages arising from the Entitling Injury, whether such a claim may be against the Employer or a third party. The employee shall provide to the Employer,, upon request, an authority entitling the Employer to a charge upon any money payable pursuant to any judgment or settlement of any claim arising from the Entitling Injury.

10 The Employer's obligation to pay Accident Pay shall cease from the date of any judgment for damages or from the date of any settlement reached in respect of the Entitling Injury. If judgment for damages or any settlement sum payable has not been reduced by an amount equal to the amount of Accident Pay paid to the employee by the Employer for the Entitling Injury, the employee

all immediately pay to the Employer an amount equivalent to the amount of Accident Pay paid to the employee by the Employer.

.11 For the purposes of this clause 35 Accident Pay shall mean an amount equal to the difference between the employee's Salary and the weekly payments received by the employee for the Entitling Injury pursuant to the Act.

REDUNDANCY

Notification

.1 The employer will give employees and the Australian Services Union ("the Union") 3 months' notice of any positions identified as redundant and the date of any retrenchments which are to occur ("the Notice Period"). The employer will hold discussions with the Union and employees regarding the positions have been identified as redundant and the numbers of retrenchments considered necessary, as soon as practicable after notification in accordance with this clause.

Selection criteria and process

.2(a) The employer will call for expressions of interest from employees working in areas where positions have been identified by the Employer as being redundant;

. Those employees who have expressed an interest in retrenchment will be provided with a detailed statement of their retrenchment entitlements ("the Statement"). Following receipt of the Statement,, employees must indicate by the date advised to them whether they wish to be retrenched or not;

. In the event that there are insufficient suitable volunteers for retrenchment:

. expressions of interest for retrenchment will be called from other areas where comparable employees are engaged. The Employer will select from those employees the necessary number of employees to be retrenched;

i) employees in position which have been identified as being redundant and who have not expressed an interest in retrenchment will be redeployed to suitable positions within the Employer;

ii) if an employee is redeployed as set out in sub-clause (ii) above, there will be a 3 month settling-in period from the date of transfer. Should either the Employer or the employee terminate the employee's employment during this period, other than for disciplinary reasons, the employee shall be entitled to all redundancy benefits;

7) where the alternatives identified in sub-clauses (i) and (ii) cannot be implemented, the Employer will nominate those employees to be retrenched taking into account the skills necessary for the operation of the Employer's business and ensuring that no employee is discriminated against.

Notice of Termination

3.3 Employees with less than one year of service at the date notice of termination is given will receive one weeks' notice of termination or payment in lieu of notice.

3.4 Employees with more than one year of service and up to five years at the date notice of termination is given will receive four weeks' notice of termination, or payment in lieu of notice.

3.5. Employees with more than five years and up to 10 years of service at the date notice of termination is given will receive six weeks' notice of termination, or payment in lieu of notice.

3.6 Employees with over 10 years service at the date notice of termination is given will receive eight weeks' notice of termination, or payment in lieu of notice.

Retrenchment Payment

3.7. The Employer will pay retrenched employees 3 weeks' pay for every year of completed service, plus a pro-rata payment for any incomplete year of service.

Annual Leave

3.8 The Employer will pay the employee all accrued and pro-rata annual leave entitlements calculated on the employee's Salary as at the date of termination.

Sick Leave

3.9 The Employer will pay the employee all accrued but unused sick leave in excess of 15 days.

Long Service Leave

3.10 The Employer will pay to the employee a pro-rata payment for long service leave calculated from commencement of service with the Employer.

Minimum Payment

.11 An employee shall not be entitled to a payment under this clause 36 in excess of a total of 60 weeks pay. For the purposes of calculating 60 weeks' pay under this clause 36, notice or payment in lieu of notice and severance payments made under sub-clauses 36.3, 36.4, 36.5 and 36.6 shall be included.

General Benefits

.12 The Employer will supply a Certificate of Service to all retrenched employees.

.13 During the Notice Period, the Employer will provide the employee with time off, without deduction of pay, to allow employees to attend interviews for alternative employment. This will be subject to verification of attendance and shall be a maximum of 8 hours in any one pay period.

.14 The Employer will provide outplacement services through a suitably qualified outplacement agency to all retrenched employees up to the amount of R1000.00, subject to the employee:

providing to the Employer any documentation concerning the outplacement services requested by the Employer;

commencing the training within 26 weeks of his or her termination of employment; and

completing and utilising outplacement services in one single consecutive period.

.15 If within 26 weeks of being made redundant, the Employer needs to engage employees, the Employer shall advise suitable ex-employees of vacancies available and invite them to apply.

.16 If an employee who is retrenched is entitled to a retrenchment/redundancy benefit from a superannuation scheme, he or she shall have no entitlement to severance pay as set out in clause 36.6 above.

INOCULATIONS

.1 Employees shall receive any inoculations considered necessary by the Employer (following consultation with a qualified medical practitioner) to ensure the employee's health and safety in the workplace.

.2 Inoculations shall be conducted during working hours, and shall be at the Employer's expense.

.3 Inoculations shall be performed by a suitably qualified medical practitioner nominated by the Employer.

.4 If an employee refuses to receive an inoculation as directed by the Employer, the Employer may, in its absolute discretion, transfer the employee to other work considered suitable for the employee which does not require inoculation to ensure the employee's health and safety in the workplace.

UNIFORMS

.1 Employees shall be provided with a uniform as determined by the Employer, and shall wear the uniform provided at all times when performing their duties.

.2 The employee shall be responsible for dry cleaning the uniform. Subject to clause 38.3, the Employer shall pay to the employee an amount equivalent to the cost of dry cleaning the uniform, subject to the employee providing to the Employer a receipt for the cost of dry cleaning the uniform, satisfactory to the Employer.

.3 The Employer shall pay for the cost of dry cleaning of a maximum of two uniform garments per week.

.4 Replacement uniforms will be provided on an as needs basis, and shall be authorised by a staff member nominated by the Employer.

DISPUTE RESOLUTION

.1 All grievances, claims or disputes arising under or in connection with this Agreement, or in relation to the terms and conditions of an employee's employment ("the Grievance"), shall be dealt with as follows:

1.1 the aggrieved employee shall notify his or her Supervisor ("the Supervisor") of the Grievance, within one working day of the grievance being identified by the employee. The Supervisor shall attempt to resolve the grievance by discussion with the employee;

1.2 if the Grievance cannot be resolved by discussion between the Supervisor and the employee, the Supervisor shall refer the matter to the Supervisor's Manager ("the Representative"). The Representative shall within two working days of the matter being referred to him or her by the Supervisor, or such other times as is reasonable, attempt to resolve the grievance by discussion with the employee;

1.3 if the Grievance cannot be resolved by discussion between the Representative and the employee within a reasonable time, the Representative shall refer the matter to the Chief Executive Officer or his or her nominated

representative (collectively referred to as "the CEO"). If the matter is referred to the CEO in accordance with this clause, the employee and/or the CEO may elect that a representative of their choice attend ("the Nominees"). An employee may elect an officer of the Union as his or her representative. The Employer will attempt to resolve the Grievance by discussion with the employee and the Representative and the Nominees (if applicable);

1.1 if the Grievance cannot be resolved by discussion between the CEO, the Representative and the employee and the Nominees if applicable, the employee may, with the Employer's prior consent, refer the matter to mediation;

1.2 if the Grievance cannot be resolved at mediation, or the Grievance cannot be resolved by discussion between the CEO, the Representative and the employee, and the Employer does not consent to the matter being referred to mediation, the employee may refer the Grievance to the Australian Industrial Relations Commission ("the Commission");

1.3 the Employer shall be bound by any decision of the Commission made in the exercise of the Commission's arbitral powers, in relation to the Grievance.

2.1 Whilst the dispute resolution procedure set out in this clause is being conducted, work shall continue normally, for example, without stoppages of work or the imposition of bans, limitations or restrictions, and in accordance with the direction of the Employer.

2.2 no party shall be prejudiced as to the final settlement of the Grievance by the continuation of work in accordance with this clause.

2.3 Nothing in this clause shall require employees to work in circumstances where it is agreed between the Employer and the employees that to do so would be unsafe.

ANTI DISCRIMINATION

3.1 It is the intention of the Employer to achieve the principal object in section 3(j) of the Workplace Relations Act 1996 by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

3.2 Accordingly, the Employer will make every endeavour to ensure that neither provisions of this Agreement nor their operation are directly or indirectly discriminatory.

3.3 Nothing in this clause 40 is to be taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
- junior rates of pay;
- an employee, employer or registered Organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- the exemptions in ss.170CK(3) and (4) of the Act.

CONSULTATIVE COMMITTEE

- .1 The Employer and the employee have formed a Consultative Committee. The Consultative Committee shall comprise 3 employee representatives ("Employee Members") and 3 representatives of the Employer ("Employer Members") collectively "Members".
- .2 Employee Members shall be elected to the Consultative Committee by a secret ballot of employees, which shall be organised and conducted by the Consultative Committee. Employee Members shall be elected for an initial period to be determined by the Consultative Committee. One Employee Member shall vacate his or her position on the Consultative Committee each year, at a time determined by the Consultative Committee ("the Vacating Employee Member"); following which, another Employee Member shall be elected ("the Replacement Employee Member") to ensure that at all times the Consultative Committee comprises 3 Employee Members and 3 Employer Members. The Vacating Employee Member may seek re-election and may be re-elected as the Replacement Employee Member.
- .3 While this Agreement is in force, the Consultative Committee will meet at least quarterly at such times as are convenient to all Members.
- .4 The role of the Consultative Committee is advisory. The Consultative Committee may make recommendations to the CEO on matters including:
 - the implementation of this Agreement and matters flowing from the implementation of this Agreement;
 - measures to encourage appropriate and effective consultation in the workplace;
 - areas of activity and methods of work where efficiency, effectiveness and quality can be improved;

- o staffing levels and employee skills training programs;
 - o the implementation of workplace consultative mechanisms;
- e distribution of Weekend Work and Public Holiday Work and the implementation
d conduct of Annual Performance Appraisals.

.5 The CEO or his or her nominated representative will periodically report the Consultative Committee on the action to be taken by the Employer (if y) arising from recommendations made by the Consultative Committee.

UNION RIGHT OF ENTRY/TIME RECORDS

- .1 The Employer will keep a record for each employee showing the employee's:
- o name;
 - o number of hours worked;
 - o position classification;
 - o rate of pay; and
 - o wages paid each week ("the Record").

.2 If there is a dispute relating to the Record of a member of the Union, e Secretary or any duly Accredited Officer of the Union authorised in writing the Secretary, may on any day Monday to Friday inclusive, between 9.00 a.m. d 4.00 p.m. inspect the Record insofar as it relates to matters in dispute.

.3 An Accredited Officer of the Union who is authorised in writing by the e President or Secretary of the Union, may interview any employee during the meal r, or such other time as may be approved by the Employer, on legitimate ion business and will be permitted to inspect the working conditions of the rviewed employee.

.4(a) An employee may be appointed shop steward of the Union and will notify e Employer of his or her appointment. Following notification to the oloyer, the shop steward will be recognised as the accredited representative the Union for members employed by the Employer at the Necropolis Cemetery, ringvale.

- o The shop steward may:
- o during Ordinary Daily Hours;

- i) for such periods as are reasonable; and
- ii) at such times as are agreed to by the Employer

discuss matters affecting the members whom he or she represents with the CEO or his or her nominated representative.

4.5 The Employer will erect a notice board for the posting of notices by the Union. The notice board will be in a position enabling it to be accessed by all employees whose terms and conditions of employment are governed by this Agreement. All notices posted on the notice board shall be signed by the Secretary of the Union or his or her authorised representative.

TRADE UNION TRAINING LEAVE

4.1 The employee appointed as shop steward in accordance with sub-clause 4.4(a) above, shall be entitled to a maximum of 5 days leave per calendar year to attend TUTA training or other similar appropriate training, as determined by the Consultative Committee.

4.2 Leave in accordance with clause 43.1 above shall be taken at a time or times as agreed to between the Employer and the employee.

STAFF CONTINUITY OF SERVICE RECOGNITION

5.1 The Employer's success is dependent upon the loyalty and hard work of its employees. In recognition of this, employees will be entitled to participate in the Staff Continuity of Service Recognition as set out in this clause.

5.2 Upon resignation by an employee from employment, the employee shall, after ten years continuous employment with the Employer, be entitled to a lump sum payment based on the following formula:

$$\frac{x}{1} \times 100 \times 0.5 = z\%$$

where:

x = the total number of days of unused sick leave which the employee would have accrued during the employee's employment with the Employer, if the employee accrued unlimited sick leave at the rate of:

15 days per year of service; or

if the employee has made an election under clause 28.7 of this Agreement, 10 days per year of service;

is the number of sick leave days actually taken by the employee during employment with the Employer.

= the total number of days of unused sick leave which the employee would have accrued during employment with the Employer if the employee accrued unlimited sick leave at the rate of:

15 days per year of service; or

if the employee has made an election under clause 28.7 of this Agreement, 10 days per year of service.

= the number resultant upon applying the formula, expressed as a percentage of the actual number of unused sick days which the employee has accrued under this Agreement, up to a maximum of 130 days, during employment with the Employer.

will be paid pro rata, on the basis of the employee's Salary.

Example 1:

Employee A has been employed by the Employer for 14 years and has not made an election under clause 28.7 of this Agreement, A therefore has a total potential accrued sick leave entitlement of 210 days (14 x 15 = 210).

Employee A has an actual accrued sick leave entitlement under this Agreement of 130 days.

Employee A has taken 28 days sick leave whilst employed by the Employer (210 - 28 = 182).

$$\frac{182}{210} \times 100 \times 0.5 = 43.33\% \text{ of } 130 \text{ days} = \text{approximately } 56.3 \text{ days:}$$

Employee A will receive a lump sum payment of an amount equivalent to approximately 56.3 days calculated on the basis of the employee's Salary as at the date of resignation.

Example 2:

Employee B has been employed by the Employer for 14 years and for the last four years has elected to reduce his entitlement to sick leave to 10 days per year under clause 28.7 of this Agreement.

10 years x 15 = 150) + (4 years x 10 = 40) = 190

has taken 68 days sick leave whilst employed by the Employer and therefore has an actual accrued sick leave entitlement of 122 days (190 - 68 = 122).

$$\frac{100}{1} \times 0.5 = 32.1\% \text{ of } 122 \text{ days} = \text{approximately } 39.04 \text{ days:}$$

3.3 Continuous employment shall have the meaning given to it in clause 30.

3.4 Nothing in this clause limits in any way the provisions of clause 28 of this Agreement, and in particular clause 28.3.

APPENDIX 1

Employee Classifications

LEVEL 1

- 1. A person employed at this level works in accordance with a structured training program for 3 months.
- 2. An employee at this level works under close direction to undertake clearly defined routine activities which require the practical application of basic skills and techniques.
- 3. An employee at this level will complete an induction program.
- 4. This level position will involve extensive on the job training including familiarisation with the vision, mission, values, goals and objectives of the Employer.
- 5. Sound numeracy, written and verbal communication skills relevant to the work area are essential.

LEVEL 2

Characteristics of the level

- 1. A person should only be employed at this level for an expected maximum period of 9 months. During this period, they will undertake a program of training in areas relevant to the position.

- o An employee at this level works under the direction of their Manager to undertake activities which require the practical application of basic skills and techniques.
- o General features of work at this level consists of performing clearly defined activities with outcomes being readily attainable. Employees' at this level will be monitored with instruction and assistance being readily available.
- o Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- o Positions at this level will involve employees in continued on-the-job training.
- o Employees will be responsible for the time management of their work and required to use numeracy, written and verbal communication skills.
- o Supervision of other staff is not a feature at this level.

Responsibilities

A person at this level may perform the following responsibilities or others of similar value:

- o Undertake clearly defined routine activities in accordance with the relevant job description;
- o Undertake straightforward operation of computer programs including, but not limited to, Universe, Access, Word and Outlook;
- o Handle low level problems/complaints and initiate corrective action or seek further assistance;
- o Apply established practices and procedures;
- o Undertake routine office duties such as filing, photocopying, raising accounts, processing of correspondence and maintenance of an existing records system; and
- o Operate computer programs and/or other business software and be conversant with and utilise the functions of those systems, in areas relevant to their positions.

Skills, knowledge and experience

One or all of the following are needed to perform work at this level:

- Developing knowledge of the workplace function and operation;
- Basic knowledge of administrative practices and relevant procedures; and
- A developing knowledge of work practices and policies of the relevant work area.

Organisational relationships

- Works under low level supervision;
- Work outcomes are monitored;
- Freedom to act limited by standards and procedures;
- Solutions to problems found in established procedures with assistance readily available;
- Project completion according to instructions;
- Additional duties with established procedures;
- Limited scope for interpretation; and
- Inform manager/supervisor of any problems/ situations that have come to their attention.

LEVEL 3

An employee may move to level 3 after a period of employment of no less than 12 months.

Characteristics of the level

In addition to possessing the skills of a level 2 employee, a person employed at this level shall work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of required skills and knowledge.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for

ditional duties and/or may contribute specific knowledge and/or specific skills to the work of the Organisation. In addition, employees may be required assist with specific projects.

Employees will be expected to have an understanding of relevant work procedures and may provide assistance to other employees within the constraints their existing knowledge and skills.

Employees will be responsible for managing time, planning and organising their own work.

Employees at this level could be required to resolve minor work, procedural issues in the relevant work area within established constraints.

Responsibilities

A person at this level may perform the following responsibilities or others of similar value:

Undertake a range of activities requiring the application of established work procedures and involving limited initiative and/or judgement within clearly established procedures and/or guidelines;

Achieve outcomes which are clearly defined;

Respond to enquiries that require independent judgement, without direct supervision;

Undertake or assist other employees with special projects as required;

Handle problems/complaints and initiate corrective action;

Provide detailed advice and information on the organisation's products and services;

Operate computer programs and/or other business software and be proficient in their use; and

Assist with administrative functions.

Skills, knowledge, and experience

One or all of the following are needed to perform work at this level:

Sound oral and written communication skills with other staff, clients and other members of the public;

- o Knowledge of established work practices and procedures relevant to the situation;
- o Knowledge of policies and regulations relating to the Organisation;
- o Understanding of clear but complex procedures;
- o Application of techniques relevant to the workplace; and
- o Developing knowledge of statutory requirements (regulations) relevant to the workplace.

Organisational relationships

- o Works under limited supervision;
- o Work outcomes are monitored;
- o Has freedom to act within defined established guidelines; and
- o Solutions to problems may require the exercise of limited judgement, with assistance to be found in procedures, precedents, guidelines. Assistance will be available when problems occur.

Level 4

Characteristics of the level

- o In addition to possessing the skills of a level 3 employee, a person employed at this level shall self prioritise functions in the application of procedures, methods and guidelines. They would have obtained industry specific knowledge sufficient for them to give advice and/or information to the organisation, other employees, clients and the public in relation to specific areas of their responsibility.
- o General features of this level involve solving problems using knowledge, judgement and organisational skills acquired through qualifications and/or previous work experience. Assistance is available from supervisors/managers. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide training to other employees.
- o Employees have the scope for exercising initiative in the application of assigned projects and duties and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.

At this level, employees may be required to supervise other staff such as level 1 or level 2 employees on an occasional basis for specific tasks. Employees may undertake complex operational work and may undertake planning and coordination of activities within a clearly defined area of the Organisation. Employees will be responsible for managing and planning their own work.

Responsibilities

A person at this level may perform the following responsibilities or others of similar value:

- Undertake responsibility for various additional duties and/or projects in specialised area;
- Responsibility in exercising initiative in the application of established work procedures;
- Assist with matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee;
- Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- Perform duties/projects of a specialised nature; and
- Respond to detailed enquiries relating to a specific area of their responsibility.

Skills, knowledge and experience

One or all of the following are needed to perform work at this level:

- Thorough knowledge of work activities performed within the Organisation;
- Sound knowledge of procedural methods of the Organisation;
- May utilise specialised knowledge; and
- Working knowledge of guidelines or statutory requirements relevant to the Organisation.

Organisational relationships

- Occasional supervision of other employees;

- o Receives instructions on the broader aspects of the work;
- o Has freedom to act within defined established practices - that is, freedom to arrange work in a manner the employee feels most comfortable with provided there is no change to defined established work practices;
- o May set outcomes or objectives for specific projects; and
- o Problems can usually be solved by reference to personal knowledge, procedures, documented methods and instructions. Assistance is available when problems occur.

LEVEL 5

Characteristics of the level

- o In addition to possessing the skills of a level 4 employee, a person employed at this level shall work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established, but employees may be required to contribute to interpretation and administration of areas of work in which there are no clearly established procedures.
- o General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- o Employees may be required to provide specialist expertise or advice in their relevant discipline.
- o Work at this level requires an in depth knowledge of activities, operational policy and/or objectives of the Organisation.
- o Employees require skills in managing time, setting priorities, planning and organising their own work.
- o They can be required to supervise other employees and/or coordinate work in a distinct work area.
- o Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

responsibilities

A person at this level may perform the following responsibilities or others of similar value:

- Set outcomes and further develop work methods where general work procedures are not defined and could exercise judgement and contribute critical knowledge and skills where procedures are not clearly defined;
- Although still under general direction there is a greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the Organisation;
- Provide administrative support of a complex nature to managers;
- Exercise responsibility including the setting of priorities and monitoring work flows for various functions within a work area;
- Provide assistance to managers in planning, coordinating, implementing and administering activities and policies;
- Apply technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;
- Undertake responsibility for moderately complex projects including planning, coordination, implementation and administration;
- Undertake a minor phase of a broader or more complex specialised assignment;
- Provide expert advice to other employees;
- Exercise judgement and initiative where procedures are not clearly defined; and
- Where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

Under general direction undertake a variety of tasks of a specialised and/or detailed nature;

Exercise specialised judgement within prescribed areas;

Carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation; and

Provide reports on progress of program activities including recommendations.

skills, knowledge, and experience

One or all of the following are needed to perform work at this level:

- Knowledge of statutory requirements relevant to work;
- Knowledge of the organisation's policies and activities;
- Knowledge of the role of the Organisation and its services and/or actions;
- Specialists require an understanding of the underlying principles in the discipline;
- Sound discipline knowledge gained through previous experience, training or education;
- Strong communication skills;
- A high level of interpersonal skills in dealing with the public and other organisations; and
- Supervisory skills, where relevant.

organisational relationships

- Works under general direction;
- Exercises a degree of autonomy;
- Controls projects and/or programs;
- Establishes priorities and monitors work flow in areas of responsibility;
- Solutions to problems can generally be found in documented techniques, precedents or instructions. Advice is available on complex or unusual matters;
- May supervise staff.

Revised by

2003 for and on

behalf of THE AUSTRALIAN

RVICES UNION

Signature of

Office held

IGNED by RUSS ALLISON

2003 for and on

half of THE TRUSTEES OF THE
CROPOLIS, SPRINGVALE

Signature of Russ Allison

Chief Executive Officer
Office held

IGNED by SKYE HENNESSY

2003 for and on

half of EMPLOYEES OF THE
TRUSTEES OF THE NECROPOLIS,
RINGVALE whose employment is
covered by the Agreement and who were
employed as at 28 February 2003

Signature of Skye Hennessy

IGNED by

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