



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Remembrance Parks Central Victoria

(AG2024/1369)

REMEMBRANCE PARKS CENTRAL VICTORIA ENTERPRISE AGREEMENT 2024-2028

Cemetery operations

COMMISSIONER PERICA

MELBOURNE, 10 MAY 2024

Remembrance Parks Central Victoria Enterprise Agreement 2024-2028

[1] An application has been made for approval of an enterprise agreement known as the *Remembrance Parks Central Victoria Enterprise Agreement 2024-2028* (the Agreement). The application is made under section 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs Better Pay) Act 2022* (Cth) (the Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] Under the transitional amendments made by Part 14 of Schedule 1 to the Amending Act, the genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was *before* 6 June 2023. The notification time for this Agreement was 20 July 2023. It follows the Amending Act genuine agreement provisions apply.

[4] Under the transitional arrangements, by Part 16 of Schedule 1 of the Amending Act, amendments made to the better off overall test requirements for agreement approval applications apply where the agreement was made on or after 6 June 2023. This Agreement was made on 15 April 2024. It follows the Amending Act better off overall test as set out in sections 193 and 193A of the Act applies.

[5] The Employer has provided written undertakings. A copy of these undertakings is attached in Annexure A. I am satisfied the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. I therefore note the undertakings are taken to be terms of the Agreement under section 201(3) of the Act.

[6] Subject to the undertakings, I am satisfied that each of the requirements of sections 186, 187, 188, 190, 193 and 193A relevant to this application for approval have been met.

[7] This matter was listed for a mention hearing on 9 May 2024 to clarify issues surrounding application of the better off overall test (BOOT) to trainees and a deduction clause. In attendance were Ms. Laretta Stace, CEO of the Employer, and Mr. Patrick Reilly and Mr. Mick Derrick of the Australian Workers' Union (AWU). After receiving written submissions and an amended undertaking from the Employer and hearing submissions from Ms. Stace, I am satisfied that, in respect to trainees, the Agreement passes the BOOT and the deduction clause is compliant with s 324 of the Act. In its Form F18, the AWU confirms its support of approval of the Agreement.

[8] It should be noted that in an earlier iteration of the undertakings the Applicant had given an undertaking in relation to the payment of wages of trainees. At the mention, the AWU expressed a view the terms of that proposed undertaking may not be consistent with the plain words of the Agreement itself. On that basis, the Applicant, as a mark of goodwill, agreed to withdraw that proposed undertaking. The undertakings which are attached to this Agreement exclude that undertaking. As I have indicated above the submissions the Applicant has made in relation to the conditions of trainees under the Agreement satisfy me that Agreement passes the BOOT for trainees covered by the Agreement.

[9] The AWU being a bargaining representative for the Agreement has given notice under section 183 of the Act that it wants the Agreement to cover it. I therefore note the Agreement covers the organisation under section 201(2) of the Act.

[10] The Agreement is approved today 10 May 2024. It will operate from 17 May 2024 as required by section 54 of the Act. The nominal expiry date is 10 May 2028.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1369 - Application for approval of the Remembrance Parks Central Victoria Enterprise Agreement 2024-2028

Applicant:

Remembrance Parks Central Victoria

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Laretta Stace, Chief Executive Officer, have the authority given to me by Remembrance Parks Central Victoria (**RPCV**) to give the following undertakings with respect to the *Remembrance Parks Central Victoria Enterprise Agreement 2024-2028* (**Agreement**):

1. That clause 8 of the Agreement be amended as shown in underline below:

"This Agreement will commence seven days after the Agreement has been approved by the FWC and will expire 4 years after the date on which it is approved, or on 26 May 2028, whichever is earlier."

2. Although, the Agreement is not intended to cover, and does not define, shiftworkers, a new clause 43.9 be inserted as follows for the purposes of section 196(2) of the *Fair Work Act 2009* (Cth):

"43.9 An employee is a shiftworker for the purposes of the NES if the employee is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week."

3. That clause 32.6 of the Agreement be amended as shown in underline below:

"(a) The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned."

"(b) If an employee who is at least 18 years old fails to give the period of notice required under clause 32.6(a), then the employer may deduct from wages due to the employee an amount that is no more than one week's wages for the employee."

4. That the sentence in parentheses at the conclusion of clause 1.3 of Appendix 4 of the Agreement regarding Supported Wage Rates be amended as shown in underline below:

"(Provided that the amount payable shall not be less than \$103.00 per week)"

5. That a new clause 13.4(c) be inserted as follows:

"(c) The 25% loading is paid in addition to any other applicable loadings or overtime penalty rates."

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Sincerely,

A handwritten signature in black ink, appearing to read 'L Stace'.

Lauretta Stace
Chief Executive Officer

Date: 9 May 2024

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



REMEMBRANCE PARKS
CENTRAL VICTORIA

REMEMBRANCE PARKS CENTRAL VICTORIA

ENTERPRISE AGREEMENT 2024-2028

SECTION 1 – TERMS APPLYING TO BOTH INDOOR AND OUTDOOR EMPLOYEES

1. AGREEMENT TITLE

This agreement shall be referred to as the Remembrance Parks Central Victoria Enterprise Agreement 2024-2028 (the Agreement).

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3. OPERATION OF AGREEMENT

3.1. This agreement is intended to operate in three separate sections as follows:

- a) **Section 1** – Terms applying to both indoor and outdoor employees;
- b) **Section 2** – Additional terms applying to outdoor employees ONLY; and
- c) **Section 3** – Additional terms applying to indoor employees ONLY.

4. APPLICATION OF THIS SECTION

The terms and conditions contained in **Section 1** of this Agreement apply equally to all Employees covered by this Agreement.

5. DEFINITIONS

- 5.1. **Act** means the *Fair Work Act 2009*, as amended from time to time.
- 5.2. **AWU or union** means the Australian Workers Union.
- 5.3. **RPCV** means Remembrance Parks Central Victoria (the Employer).
- 5.4. **CEO** means the Chief Executive Officer of the Trust.

- 5.5. Employee** means an employee employed by Remembrance Parks Central Victoria employed in any of the classifications described in **Appendix 1** or **Appendix 2** of this Agreement.
- 5.6. Employee Representative** means a person nominated by an employee to represent their interests in consultation over matters covered by the agreement as noted in the individual clause. This may be a representative of the Union.
- 5.7. Employer** means Remembrance Parks Central Victoria.
- 5.8. FWC** means the Fair Work Commission.
- 5.9. Indoor Employee(s)** means an Employee employed in any of the classifications listed in **Appendix 2** of this Agreement.
- 5.10. Outdoor Employee(s)** means an Employee employed in any of the classifications listed in **Appendix 1** of this Agreement.
- 5.11. Trust** means RPCV.
- 5.12. Union** means AWU.
- 5.13. Work cycle** means a consecutive four-week period where all employees of RPCV are rostered to work a maximum of 152 ordinary hours.
- 5.14. 5 day worker** means any employee of RPCV required to work shifts of work Monday to Friday in any week other than weeks on annual leave or weeks where public holidays fall.

6. APPLICATION OF THIS AGREEMENT

- 6.1.** This Agreement is made under Part 2-4 of the *Fair Work Act 2009* (the Act).
- 6.2.** This Agreement shall apply at all properties under the management of the Remembrance Parks Central Victoria and covers the parties listed in **Clause 7** of this Agreement.
- 6.3.** No term of this Agreement will operate to exclude any entitlement provided by the National Employment Standards (NES) or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For the avoidance of doubt, if there is any inconsistency between this Agreement and the NES to the detriment of the employee, the NES will prevail.

7. PERSONS COVERED

- 7.1.** This Agreement covers:
- a) The Trust Members of the Remembrance Parks Central Victoria (RPCV) (the "Employer"); and
 - b) All employees of RPCV engaged in any of the classifications in **Appendix 1** or **Appendix 2** of this Agreement.
- 7.2.** It is intended that upon approval of this Agreement by FWC that the AWU shall be covered by this Agreement, provided the AWU satisfies the notice requirements in s 183(1) of the *Fair Work Act 2009*.

7.3. Without affecting the generality of **clause 7.1** above:

- a) **Section 1** of this Agreement applies to all Employees covered by this agreement;
- b) **Section 2** of this Agreement applies to Outdoor Employees only; and
- c) **Section 3** of this Agreement applies to Indoor Employees only.

8. COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement will commence seven days after the Agreement has been approved by FWC and will expire on 26/05/2028.

Remembrance Parks Central Victoria will commence the Enterprise Bargaining submission for Government approval as prescribed under The Public Sector Industrial Relations Policy 2015 or its successor, no less than six (6) months prior to the expiration of this Agreement.

9. SAVINGS

Nothing in this Agreement shall affect any condition of employment, which is superior to any term or condition pursuant to this Agreement, which an Employee was entitled to immediately prior to this Agreement coming into effect.

10. NO EXTRA CLAIMS

10.1. This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the employees for whom provision is made in this Agreement.

10.2. This Agreement is reached in full and final settlement of all matters subject to claims by either party and for the life of the Agreement no further claims will be made about matters covered by this Agreement.

11. RELATIONSHIP TO PREVIOUS INDUSTRIAL INSTRUMENTS

This is a comprehensive agreement that operates to the exclusion of any award or other agreement which previously applied to Employees covered by this Agreement.

12. STARTING POINT

12.1. For the purposes of this Agreement employees will commence work at one of RPCV cemeteries as nominated in their employment letter of offer.

12.2. The employee may be required to work at a cemetery site not currently managed by RPCV.

13. TYPE OF EMPLOYMENT

13.1. Probationary employment

- a) An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed six months. Normal probation period will be 6 months in duration.
- b) Probationary employment forms part of an employee's period of continuous service for all purposes of this Agreement, except where otherwise specified in this agreement.
- c) A probationary employee is for all purposes of the Agreement a full-time or part-time employee.
- d) Probationary employees may give or be given one week of notice of termination of employment. Where the employer gives the employee notice of termination the employer may make payment in lieu of notice.

13.2. Full-time employment

A full-time employee is one who is engaged to work at least 38 hours per week, or an average of at least 38 hours per week. Such hours are to be arranged in accordance with clause 39 for Outdoor Employees or clause 60 for Indoor Employees.

13.3. Part-time employment

- a) A regular part-time employee is an employee who:
 - i. works less than 38 hours per week; and
 - ii. has reasonably predictable hours of work; and
 - iii. receives, on a pro-rata basis, equivalent pay, and conditions to those of full-time employees who do the same kind of work.
- b) At the time of engagement RPCV and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- c) Any agreed variation to the regular pattern of work will be recorded in writing.
- d) RPCV will roster a regular part-time employee for a minimum of three consecutive hours on any shift.
- e) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in **clause 41** for outdoor employees or **clause 62** for indoor employees.
- f) A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

13.4. Casual Employee

- a) A casual employee means an employee who is engaged on work of a casual nature and who is engaged and paid by the hour. A casual employee must be ready, willing and able to take on the work that is offered, in a timely manner, by RPCV.
- b) A casual employee shall be paid per hour at the rate for the class of work performed plus 25%.

13.5. Trainees

A trainee means a person that has been engaged directly or indirectly on an Apprenticeship/Traineeship Training contract. They must abide by the conditions outlined in the contract including demonstration of the satisfactory progression towards the attainment of the qualification they are pursuing. There is no guarantee of full-time employment at the completion of the Apprenticeship/Traineeship. Trainees will be paid according to rates of pay set by the Fair Work Commission. All trainees will also receive the same benefits and conditions as outlined in this Agreement.

14. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

14.1. An Employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with arrangements about when work is performed;
- b) the arrangement meets the genuine needs of the Employer and employee in relation the matter mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the Employer and employee.

14.2. The Employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

14.3. The Employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Employer and employee; and
- c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - a) the terms of the enterprise agreement the effect of which will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and

- c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- d) states the day on which the arrangement commences.

14.4. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14.5. The Employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement;
or
- b) if the Employer and employee agree in writing — at any time.

15. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

15.1. An Employee may request change in working arrangements in accordance with Section 65 of the Fair Work Act 2009. If one of the following circumstances applies to that employee and that employee would like to change his or her working arrangements because of those circumstances. Those circumstances include:

- a) the employee is pregnant;
- b) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- c) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- d) the employee has a disability;
- e) the employee is 55 or older;
- f) the employee is experiencing violence from a member of the employee's family;
- g) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.

15.2. To avoid doubt, and without limiting clause 15.1 above, an employee who is a parent, or has responsibility for the care, of a child; and is returning to work after taking leave in relation to the birth or adoption of the child may request to work part-time to assist the employee to care for the child.

15.3. The employee is not entitled to make the request unless:

- a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- b) for a casual employee—the employee:
 - i. is, immediately before making the request, a regular casual employee of the employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and

- ii. has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

15.4. The Employee's request must be in writing and set out details of the change sought and of the reasons for the change.

15.5. The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

15.6. The employer may refuse the request only on reasonable business grounds, and only if:

- a) The employer has discussed the request with the employee and genuinely tried to reach an agreement on alternative arrangements to accommodate the employee's circumstances; and
- b) Considered the consequences for refusing the employee's request.

15.7. Without limiting what are reasonable business grounds for the purposes of **clause 15.6**, reasonable business grounds include the following:

- a) that the new working arrangements requested by the employee would be too costly for the employer;
- b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
- c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

15.8. If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal, other changes the employer is willing to make or a statement that there aren't any changes to be made, and information about getting help from the Fair Work Commission for disputes about flexible working arrangements.

16. PURCHASED LEAVE

16.1. A full-time employee may apply to work under a 48/52, 49/52, 50/52 or 51/52 week employment cycle for a twelve-month period, which reduces the minimum salary level assigned to that employee's classification or position.

16.2. A 48/52, 49/52, 50/52 or 51/52 week employment cycle will enable an employee to take one to four weeks leave in addition to the normal four weeks of annual leave in a year and receive forty eight or fifty weeks salary, which would be payable over fifty-two weeks.

16.3. An employee's continued participation in the 48/52, 49/52, 50/52 or 51/52 week employment cycle is subject to annual application and approval by the CEO.

16.4. Annual leave, sick leave, and long-service leave will accrue at the full-time rate, however all paid leave taken will be paid at the rate of 48/52, 49/52, 50/52 or 51/52 of the employee's full-time salary.

- 16.5.** Where an employee is being paid on a 48/52, 49/52, 50/52 or 51/52 week employment cycle, and their employment terminates, the Cemetery will either provide additional payment to the employee or recoup payment from the employee's termination benefits, so that the employee is paid for duties actually carried out up to the date of termination.
- 16.6.** The Cemetery will require an employee to take all annual and purchased leave during each year of the 48/52, 49/52, 50/52 or 51/52 week employment cycle and agreed dates of this leave will be specified in the approval of the 48/52, 49/52, 50/52 or 51/52 week employment cycle.
- 16.7.** The Cemetery will advise an employee of the superannuation implications prior to the employee entering into a 48/52, 49/52, 50/52 or 51/52 week employment cycle with such an employee being treated as a fractional employee for the duration of the 48/52, 49/52, 50/52 or 51/52 employment cycle unless the employee has agreed to maintain employee and employer superannuation contributions at the notional full-time rate.
- 16.8.** Notwithstanding anything contained in this Clause, in specific circumstances an employee and the Cemetery may agree to a more flexible employment cycle arrangement. Such an arrangement shall be formally set out in a written agreement between the Cemetery and the employee.

17. SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH A DISABILITY

See **Appendix 4:** Supported Wage System for employees with a disability

18. DISPUTE SETTLING PROCEDURE

18.1. Resolution of disputes and grievances

- a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other employment related matters other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether an employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.
- b) This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- c) The employer or an employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or employer organisation.

18.2. Obligations

- a) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- b) Whilst a dispute or grievance is being dealt with in accordance with this clause the status quo will apply and work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the Employee to perform.
- c) No person covered by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

18.3. Agreement and dispute settlement facilitation

- a) For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee Representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent employees concerning matters pertaining to the employment relationship including but not limited to:
 - i. investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;
 - ii. endeavouring to resolve a dispute arising out of the operation of the Agreement or the National Employment Standards; or
 - iii. participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

18.4. Discussion of grievance or dispute

- a) The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).
- b) If the matter is not settled, or it is inappropriate to discuss the matter with the supervisor employee(s) can require that the matter be discussed with another representative of the employer appointed for the purposes of this procedure.

18.5. Internal process

- a) If any party to the dispute or grievance who is covered by the Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process, provided that the process is conducted in a timely manner and it is consistent with the following principles:
 - i. the rules of natural justice;
 - ii. provide for mediation or conciliation of the grievance;
 - iii. provide that the employers will take into consideration any views on who should conduct the review; and
 - iv. be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.
- b) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.
- c) If the matter is not settled, either party may refer the matter to FWC.

18.6. Disputes of a Collective Character

- a) The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWC.

- b) No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC.

18.7. Conciliation

- a) Where a dispute or grievance is referred, a member of FWC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.
- b) This may include arranging:
 - a) conferences of the parties to the dispute or their representatives presided over by the member; and
 - b) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.
- c) Conciliation before FWC shall be regarded as completed when:
 - a) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
 - b) the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
 - c) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

18.8. Arbitration

- a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute or grievance by arbitration.
- b) Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- c) Subject to sub-clause 18.8 d) below, the determination of FWC is binding upon the persons covered by this Agreement.
- d) An appeal lies to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

18.9. Conduct of Matters Before FWC

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the Fair Work Act 2009.

19. CONSULTATION

19.1 This term applies if the employer:

- a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

19.2 MAJOR CHANGE

19.2.1. For a major change referred to in paragraph 19.1.

- a) the employer must notify the relevant employees and their union of the decision to introduce the major change; and
- b) subclauses 19.2.1 to 19.2.7 apply.

19.2.1. The relevant employees may appoint a representative for the purposes of the procedures in this term.

19.2.2. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

19.2.3. As soon as practicable after the employer has developed a change proposal the employer must:

- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

19.2.4. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

19.2.5. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

19.2.6. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 0(a) and subclauses 19.2.1 and 19.2.3 are taken not to apply.

19.2.7. In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

19.3 CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

19.3.1. For a change referred to in paragraph 0(b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses 19.3.2 to 19.3.6 apply.

19.3.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.

19.3.3. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

19.3.4. As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

19.3.5. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

19.3.6. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

19.3.7. In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

20. CONSULTATION ON POLICY CHANGE

RPCV will at times make changes to policies in the workplace. RPCV commit to consultation with staff on policy changes. Staff will be informed in writing of the policy change and given adequate time for comment on the change. Management will consider all feedback on the policy and provide responses to all comments. Staff may consult with union representatives on the policy change and RPCV will also consider comments from unions.

21. WAGE INCREASES

- 21.1. The wage rates for all employees covered by this Agreement are set out in **Appendix 3**.
- 21.2. The increases shall operate to the exclusion of any safety net or other increases in Award rates granted by the FWC, or its successor, during the life of this Agreement.
- 21.3. The Agreement also provides for a one-off cash payment. This payment is applicable over the life of the Agreement but will be structured as four equal annual payments. This cash payment is not included in an employee's base wage or salary and does not represent an ongoing cost to the agreement.

22. SUPERANNUATION AND EMPLOYEE DEDUCTIONS

- 22.1. On behalf of each employee, RPCV will make superannuation contributions as required by Superannuation Guarantee legislation. These contributions will be paid at least monthly to the employee's account at either Vision Super or, to an alternative registered and complying superannuation fund as chosen by the employee. If an employee does not advise RPCV of an alternative fund, RPCV will pay superannuation contributions on behalf of the employee to Vision Super as the employer-nominated fund. Variation by the employee of the fund into which the employer contributions are paid will be permitted once per annum.
- 22.2. RPCV will permit and enable an employee to salary-sacrifice a component of his/her usual weekly gross ordinary time earnings to be paid into his/her account with a registered and complying superannuation fund nominated by that employee, conditional upon:
 - 22.2.1. the contributions tax, if any, on such salary sacrifice contributions shall not be payable by RPCV; and
 - 22.2.2. variation, by the employee, of the weekly salary sacrifice amount will be permitted once per annum or otherwise with the approval of the Chief Executive Officer.
- 22.3. The Employer will also make a superannuation contribution on the paid parental leave equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

23. ACCIDENT MAKE UP PAY

23.1. Accident pay allowance

Where an employee becomes entitled to weekly compensation pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (WIRC Act) the employer will pay to the employee an amount equivalent to the difference between:

- 23.1.1. The level of weekly compensation plus any weekly wages earned or able to be earned if partially incapacitated; and
- 23.1.2. The total weekly paid rate that would have been payable had the employee had been performing their normal duties according to their normal classification of work.

Provided that such amount will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travel allowances or other similar payments.

23.2. When accident pay will not apply

Accident pay shall not apply:

- 23.2.1. In respect of any injury in the first five normal working days of incapacity;
- 23.2.2. To any incapacity occurring during the first three weeks of employment unless that incapacity continues beyond the first three weeks in which case accident pay shall apply only to the period of incapacity after the first three weeks;
- 23.2.3. In the case of industrial diseases contracted by a gradual process or the recurrence, aggravation or acceleration of such diseases unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month;
- 23.2.4. During any period when an employee fails to comply with the requirements of the WIRC Act with regard to examination by a legally qualified medical practitioner;
- 23.2.5. Where in accordance with WIRC Act a medical practitioner provides information to an employer of an employee's fitness for work or specifies work for which an employee has a capacity and that work is made available by an employer but not commenced by an employee;
- 23.2.6. In respect of any period of paid leave of absence;
- 23.2.7. Where an employee is required to declare all workers compensation claims made in the previous five years and deliberately and knowingly declares false or inaccurate information;
- 23.2.8. Where there is a lump sum in redemption of weekly compensation payments under the WIRC Act; or
- 23.2.9. Upon death of the employee.

23.3. Maximum period of payment

The maximum period or aggregate of periods of accident make-up pay to be made by an employer will be a total of 39 weeks for any one injury.

23.4. Variation in compensation rates

Where an employee receives a weekly payment of compensation in accordance with the Act and subsequently such a payment is reduced pursuant to the WIRC Act such a reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

23.5. Effect of termination of employment on accident make-up pay

- 23.5.1. An entitlement to accident make-up pay shall continue to apply on termination by an employer of the employee's employment, except where such termination:
 - a) is due to serious and/or wilful misconduct on the behalf of the employee; or
 - b) arises from a declaration of liquidation of the employer, in which case the employee's entitlement shall be referred to the FWC to determine.

23.5.2. In order to qualify for the continuance of accident pay on termination an employee shall, if required, provide evidence to his or her employer of the continuing payment of a weekly compensation payment.

23.6. Employee to notify employer at time of injury

An employee upon receiving an injury for which an employee claims to be entitled to receive accident pay shall give notice in writing to the employer as soon as reasonably practicable after the occurrence. The notice may be given by a representative of the employee.

24. PUBLIC HOLIDAYS

24.1. Where the nature of the employment of Employees permits the observance of public holidays as they occur, Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, AFL Day and a Cup Day (Either Bendigo or Melbourne).

24.2. Additional or Substituted Days

24.2.1. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

24.2.2. When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

24.2.3. When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.

24.2.4. When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

24.2.5. Where a local public holiday is declared in lieu of Melbourne Cup Day, staff will be rostered to work either the Melbourne Cup Day or the Local public holiday without additional pay. Staff will be rostered to work one of the days and take the other public holiday. If staff are required to work both public holidays then public holiday pay rate applies to one of the days.

24.3. Payment for OUTDOOR EMPLOYEES required to work on any public holiday

Any employee who is required to report for work on any public holiday prescribed in this clause shall, if he or she so reports, be entitled to payment of the employee's ordinary day's pay plus:

- 24.3.1. double-time, with a minimum of two hours, where only essential duties are performed, or
- 24.3.2. double-time, with a minimum of four hours, for all work done.

24.4. Payment for INDOOR EMPLOYEES required to work on any public holiday

Any employee who is required to report for work on any public holiday prescribed in this clause shall, if he or she so reports, be entitled to payment of the employee's ordinary day's pay plus:

- 24.4.1. double-time, with a minimum of two hours, where only essential duties are performed, or
- 24.4.2. double-time, with a minimum of three hours, for all work done.

24.5. In addition to the Public Holidays set out above where a State or locality public holidays is declared or prescribed on days other than those set out in this clause, those days shall constitute additional holidays for employees without loss of pay.

25. PARENTAL LEAVE

25.1. Application

Full time, part time and Eligible Casual Employees are entitled to parental leave under this clause if:

- a) the leave is associated with:
 - i. the birth of a child of the Employee or the Employee's Spouse; or
 - ii. the placement of a child with the Employee for adoption; and
- b) the Employee has or will have a responsibility for the care of the child.

25.2. Definitions

For the purposes of this clause:

- a) Eligible Casual Employee means a casual Employee:
 - i. employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
 - ii. who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- b) Continuous Service is work for the Employer on a regular and systematic basis (including any period of authorised leave).
- c) Child means:
 - i. in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
 - ii. in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.
- d) Primary Caregiver means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- e) Secondary Caregiver means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- f) Spouse includes a de facto spouse, former spouse or former de facto spouse.
- g) The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.

25.3. Summary of Parental Leave Entitlements

Parental leave entitlements in this clause are summarised in the following table.

Primary Caregiver	Paid Leave	Unpaid Leave	Total
More than 12 months service	8 weeks	Up to 44 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	3 weeks	Up to 49 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible casual employee	0	Up to 52 weeks	52 weeks
Pre-natal leave			
Pregnant employee	38 hours		
Spouse	15 hours		
Permanent Care leave			
More than 12 months service	8 weeks	Up to 44 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Grandparent Leave			
More than 12 months service	0	Up to 52 weeks	52 weeks

25.4. Parental Leave – Primary Caregiver

- a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - i. 8 weeks paid parental leave; and
 - ii. up to 44 weeks unpaid parental leave.
- b) An Employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.
- c) An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- d) Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
 - i. if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
 - ii. if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
 - iii. if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.
- e) A period of parental leave taken in accordance with this clause must be for a single continuous period.

25.5. Parental Leave – Secondary Caregiver

- a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
 - i. 3 weeks paid parental leave; and
 - ii. up to 49 weeks unpaid parental leave.
- b) An Employee who will be the Secondary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.

- c) An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- d) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- e) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

25.6. Pre Natal Leave

- a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.
- b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 15 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.
- c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.
- d) Paid pre-natal leave is not available to casual Employees.

25.7. Pre-adoption leave

- a) An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- b) The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.
- c) Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.
- d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.

25.8. Permanent Care Leave

If, pursuant to the Children, Youth and Families Act 2005 (Vic) or any successor to that legislation, an Employee (other than a casual Employee), is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the Primary Caregiver for that child, the Employee will be entitled to 8 weeks' paid leave at a time to be agreed with the Employer.

25.9. Grandparent Leave

An Employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

25.10. Continuing to work while pregnant

- a) The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
 - i. continues to work within a six-week period immediately prior to the expected date of birth of the child; or
 - ii. is on paid leave under clause 25.14(b).
- b) The Employer may require the Employee to start parental leave if the Employee:
 - i. does not give the Employer the requested certificate within seven days of the request; or
 - ii. gives the Employer a medical certificate stating that the Employee is unfit to work.

25.11. Personal/Carer's Leave

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with 8.

25.12. Transfer to a Safe Job

- a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- b) If there is no safe job available, the employee is entitled to take paid no safe job leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
 - i. when the Employee is certified unfit to work during the six-week period before the expected date of birth by a registered medical practitioner; or
 - ii. when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- c) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

25.13. Special Parental Leave

Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- a) where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 28;
- b) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 25.3 and thereafter, to unpaid special maternity leave.

25.14. Notice and evidence requirements

- a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
 - i. that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
 - ii. the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - iii. that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave or advise the Employer of any changes to the notice provided in clause 25.16(a), unless it is not practicable to do so.
- c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:
 - i. in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - ii. in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

- d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

25.15. Commencement of parental leave

- a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.
- b) In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.
- c) Secondary caregiver parental leave may commence on the day of birth or placement of the Child.
- d) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

25.16. Single period of parental leave

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

25.17. Employee Couple – Concurrent Leave

- a) Two Employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their Child.
- b) Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
- c) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the Employer otherwise agrees.

25.18. Parental Leave and Other Entitlements

- a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 25.22(b).
- b) Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.
- c) Unpaid parental leave under clauses 25.6, 25.7, 25.22 and 25.24 shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

25.19. Keeping in touch days

- a) During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- b) Keeping in touch days must be agreed and be in accordance with section 79A of the Fair Work Act 2009.

25.20. Extending parental leave

- a) Extending the initial period of parental leave
 - i. An Employee who is on an initial period of parental leave of less than 52 weeks under clause 25.6 or 25.7, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.

- ii. The Employee must notify the Employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.
- b) Right to request an extension to parental leave
 - i. An Employee who is on parental leave under clause 25.6 or 25.7 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
 - ii. In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
 - iii. The Employee's request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.
 - iv. The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
 - v. The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.
 - vi. The Employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.
- c) Total period of parental leave
 - i. The total period of parental leave, including any extensions, must not extend beyond 24 months.
 - ii. In the case of an employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under clause 25.6 or 25.7 will reduce by the period of any extension taken by a member of the couple under clause 25.20.

25.21. Calculation of pay for the purposes of parental leave

- a) The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three years. The calculation will exclude periods of unpaid parental leave.
- b) The average number of weekly hours worked by the Employee, determined in accordance with clause 25.21(a) above, will be then applied to the annual salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.
- c) Despite 25.23(a), an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.
- d) Half Pay - The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

25.22. Commonwealth Paid Parental Leave

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

25.23.Returning to Work

- a) Returning to work early
 - i. During the period of parental leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four weeks from the recommencement date desired by the Employee.
 - ii. In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify the Employer
 - iii. immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- b) Returning to work at conclusion of leave
 - i. At least four weeks prior to the expiration of parental leave, the Employee will notify the Employer of their return to work after a period of parental leave.
 - ii. Subject to 25.25(b)(iii), an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 25.14 above, the Employee will be entitled to return to the position they held immediately before such transfer.
 - iii. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- c) Returning to work at a reduced time fraction
 - i. To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
 - ii. Where an Employee wishes to make a request under 25.25(c)(i), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
 - iii. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

25.24.Consultation and Communication during Parental Leave

- a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - i. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - ii. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part time basis.
- c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 25.26(a).

25.25. Extended Family Leave

- a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.
- b) The Employee must make an application for Extended Family Leave each year.
- c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.
- d) Upon return to work the Employer may reallocate the Employee to other duties.

25.26. Replacement Employees

- a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.
- b) Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

25.27. Casual Employees

The Employer must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re engagement of casual Employees are not affected, other than in accordance with this clause.

26. PERSONAL/CARER'S LEAVE

The provision of this clause applies to employees, other than casual employees. See 26.7 for casual employees' entitlements.

26.1 Amount of paid personal/carer's leave

- 1. For each year of service with an employer (other than periods of employment as a casual employee of the employer), an employee is entitled to 114 hours (15 days) of paid personal/carer's leave.
- 2. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual employee of the employer) according to the employee's ordinary hours of work and accumulates from year to year.

26.2 Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- 1. Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- 2. to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a. a personal illness, or personal injury, affecting the member; or
 - b. an unexpected emergency affecting the member, or
 - c. the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the employee, provided that the care and attention is not wholly or substantially on a commercial basis.
- 3. **The term immediate family includes:**
 - a. spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

- b. child or an adult child (including an adopted child, a step child or an Ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 4. Use of accumulated personal/carer's leave - An employee is entitled to use accumulated personal/carer's leave for the purposes of this clause where the current year's personal/carer's leave entitlement has been exhausted.
- 5. Employees are required to provide a medical certificate or statutory declaration, for any absence that continues in excess of any two consecutive days of absence.

26.3 Employee taken not to be on paid personal/carer's leave at certain times

1. Public holidays

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

2. Period of paid family and domestic violence leave

If the period during which an employee takes paid personal/carer's leave includes a period of paid family and domestic violence leave, the employee is taken not to be on paid personal/carer's leave for the period of that paid family and domestic violence leave.

26.4 Payment for paid personal/carer's leave

If, in accordance with this Clause, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

26.5 Entitlement to unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

26.6 Taking unpaid carer's leave

- 1. An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in section 102.
- 2. An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (a) a single continuous period of up to 2 days; or
 - (b) any separate periods to which the employee and his or her employer agree.
- 3. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

26.7 Casual employees

Casual employees are entitled to be unavailable to attend work or to leave work:

- a) if they need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
 - b) upon the death in Australia of an immediate family or household member.
- i. The Employer and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is

- entitled to not be unavailable to attend work for up to two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- ii. The Employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.

27. COMPASSIONATE LEAVE

27.1. Amount of compassionate leave

- a) Employees are entitled to 2 days compassionate leave on each occasion when a member of the employee's immediate family or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life;
 - ii. sustains a personal injury that poses a serious threat to his/her life; or
 - iii. dies.
- b) Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- c) such leave does not have to be taken consecutively.
- d) An employee may take unpaid compassionate leave by agreement with the employer.
- e) The Employer will require the employee to provide satisfactory evidence to support the taking of compassionate leave.

28. FAMILY VIOLENCE LEAVE

28.1. General Principle

- a) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- b) Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

28.2. Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the Family Violence Protection Act 2008 (Vic).

28.3. Eligibility

Leave for family violence purposes is available to all employees.

28.4. General Measures

- a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact.

The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

- f) Where requested by an employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 28.5 and clause 28.6.
- g) The Employer will develop guidelines to supplement this clause, and which details the appropriate action to be taken in the event that an employee reports family violence.

28.5. Leave

- a) An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- b) An Employee who supports a person experiencing family violence may utilize their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 28.6 (a) from an Employee seeking to utilise their personal/carer's leave entitlement.

28.6. Individual Support

- a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
 - i. temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - ii. temporary or ongoing job redesign or changes to duties;
 - iii. temporary or ongoing relocation to suitable employment;
 - iv. a change to their telephone number or email address to avoid harassing contact;
 - v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b) Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert to the terms and conditions applicable to the Employee's substantive position.
- c) An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP shall include professionals trained specifically in family violence.
- d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

29. LONG SERVICE LEAVE

- 29.1. Employees are entitled to thirteen (13) weeks Long Service Leave after the completion of Ten (10) years of continuous service with the employer. A further entitlement of six and one half (6½) weeks will occur after each additional five (5) years of continuous service with the employer.
- 29.2. The provisions concerning long service leave in the Long Service Leave Act 2018 are applicable, except with regard to the amount of entitlement.
- 29.3. After seven years continuous service, an employee may apply to take the Long Service Leave that has accrued to that time.

29.4. For each additional five years of service after the initial entitlement, an employee will be entitled to a further six- and one-half weeks of Long Service Leave.

29.5. Upon termination of employment, pro-rata Long Service Leave shall be payable after seven (7) years of continuous service.

29.6. Accessing Long Service Leave

- a) An Employee is entitled to take long service leave on a pro-rata basis after seven years of continuous employment at RPCV, and at any time after that in accordance with clause 29.7.
- b) An Employee with seven or more years of continuous employment with RPCV is entitled to be paid out any unused long service leave accrual on the date their employment ends.

29.7. Taking Long Service Leave

- a) Long service leave will be taken at a time convenient to the needs of the Employer and Employee.
- b) An Employee and Employer may agree that the whole or any part of their entitlement is paid. at the current time fraction they work, or at a different time fraction to that currently worked.
- c) Long service leave may be taken for any period of not less than 1 day.
- d) A Public Holiday falling within a period of approved long service leave is not regarded as part of the long service leave. An Employee is entitled to take and be paid for a public holiday falling within a period of approved long service leave.
- e) On return from leave, the Employee will revert to the time fraction they worked immediately prior to going on leave, unless otherwise agreed by the Employer and the Employee.

29.8. The provisions concerning Long Service Leave of the Long Service Leave Act 2018 (Vic) are applicable, except with regard to the amount of entitlement described in clause 29.1.

30. COMMUNITY SERVICE AND BLOOD DONORS LEAVE

30.1. When an employee, who is a voluntary member of a community service provider, is required to attend an emergency, the employee will be granted time off without loss of pay to attend such emergency, subject to work requirements.

30.2. Examples of community service providers where members are required to attend emergencies are Country Fire Authority, State Emergency Service, St John's Ambulance, Department of Defence, Disaster and Emergency Service, and the Red Cross.

30.3. Members of the Australian Defence Force Reserves may be granted leave without loss of pay to attend major training courses up to a maximum period of ten (10) days per year. Granting of leave will be subject to work requirements.

30.4. Employees will be granted time off work without loss of pay to make blood donations on a twice-yearly basis.

31. FIRST AID KITS

A first aid kit shall be provided and maintained at each workplace and in each of the registered motor vehicles operated by RPCV.

32. NOTICE OF TERMINATION

32.1. In order to terminate the employment of an employee the employer must give to the employee the following notice:

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

32.2. In addition to the notice in 32.1 above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' service, are entitled to an additional one week's notice.

32.3. Payment in lieu of the notice prescribed in 32.1 and 32.2 must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

32.4. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.

32.5. The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task/s.

32.6. Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

32.7. Summary Dismissal

The employer has the right to dismiss any employee without notice for serious misconduct as defined in the Victorian Public Sector Management of Misconduct Policy and, in such cases, any entitlements under this Agreement are to be paid up to the time of dismissal only.

32.8. Time Off During Notice Period

Where the employer has given notice to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

32.9. Statement of Employment

If requested immediately upon termination of employment of an employee, the employer shall provide to such employee a written statement specifying the period of his or her employment, and classification of the employee or the type of work performed by the employee.

33. REDUNDANCY

The Victorian Government Policy in relation to public sector redundancy and redeployment is set out in the relevant Public Sector Industrial Relations Policies 2015 or its successor. This policy applies to the RPCV but does not form part of this Agreement.

34. OCCUPATIONAL HEALTH AND SAFETY

Remembrance Parks Central Victoria is committed to ensuring that staff are safe within the workplace. Employees are committed to ensuring that they undertake their work in a safe manner.

Remembrance Parks Central Victoria will institute procedures for collecting information on the nature of hazards and incidence of injury which includes:

- (a) An internal system for reporting, recording and investigation of incidents, injuries and illness
- (b) The routine analysis of injury/illness/incident data
- (c) Routine reports on key OHS positive performance indicators as determined by the OH&S committee

A system of regular workplace inspections and regular hazard audits of work areas and work practices will be instituted at the workplace. These will be carried out with the involvement of the OHS representatives.

Records for workplace inspections will be maintained by the employer and made available to the Occupational Health & Safety Committee.

Within three months of the commencement of the agreement the parties will develop and finalise a plan for the prioritised management of all asbestos within the worksite. The plan will consist of three elements;

- (a) The mapping of all asbestos in the worksite(s)
- (b) The assessment of its condition.
- (c) The establishment of an asbestos register which will record all data collected within elements a & b

35. SECURE EMPLOYMENT

Remembrance Parks Central Victoria acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community. The Remembrance Parks Central Victoria will give preference to ongoing forms of employment over casual, subcontract and fixed term arrangements wherever possible.

Remembrance Parks Central Victoria will consider processes to casual, subcontract and fixed term employees to more secure forms of employment where there are ongoing vacancies and taking into consideration merit selection requirements.

36. ALTERNATE DUTIES

Remembrance Parks Central Victoria is committed to secure employment. Staff may be asked to undertake other duties and are committed to multi skilling to provide flexibility in the workplace. Staff will not be asked to undertake any duties that they have not had accepted industry training or reached a level of competency as determined by management. Training for alternate duties will be provided by RPCV.

If the alternate duties are at a class that is different to the employees current pay rate the appropriate pay rate will be paid (as per higher duties clause within this agreement) for the work undertaken. Pay for alternate duties will not have a pay rate less than the employees substantive role.

It is acknowledged the regular duties may be affected by the alternative duties.

SECTION 2 – TERMS APPLYING TO OUTDOOR EMPLOYEES ONLY

37. APPLICATION OF THIS SECTION

The terms and conditions contained in **Section 2** of this Agreement apply only to those Employees covered employed in any of the classifications described in **Appendix 1**.

38. PERFORMANCE APPRAISALS – OUTDOOR EMPLOYEES

- 38.1. It is agreed that all employees are entitled to know how they are progressing in their employment with RPCV. In order that this is properly recorded and therefore to allow for structured career planning to occur all staff will be appraised annually. The process will entail the creation of an agreed annual work plan that will identify training needs and set achievable objectives. An employees' progress will be measured informally during the period and where necessary corrective actions will be set and agreed. At the conclusion of the period under review a formal appraisal will be conducted involving the employee and the Director of Operations.
- 38.2. The Staff Appraisal System will be used to assure that passage through the Classification Structure to Class 3 is gained on merit.

39. HOURS OF WORK

39.1. Full-time employees

The ordinary work hours shall be 38 per week worked in accordance with the following provisions for a four-week cycle:

- 39.1.1. Unless otherwise agreed, employment shall be by the week, comprising of 152 ordinary hours per 4-week work cycle and a maximum of 8 ordinary hours per day, between the spread of hours of 6:00am and 7:00 pm, Monday to Friday, worked over 19 days in each 4 week cycle. The other day in the 4-week cycle will be taken as a Rostered Day Off (RDO).
- 39.1.2. Start and Finish times may be varied within the spread of hours by agreement between the supervisor and the employee or group of employees affected. Agreement will not be unreasonably withheld.
- 39.1.3. Ordinary hours for outdoor classed workers will normally be from 7.00 am to 3.30 pm Monday to Friday.
- 39.1.4. There shall be an average of 13 Rostered Days Off available to each employee who elects to work 19 days during each 4-week cycle during the whole of a calendar year, having regard to the 13th 4 week cycle the extra day is to be taken in June each year.
- 39.1.5. The 20 days of annual leave may be taken in more than one period and one of the periods of annual leave must be deemed to include a 13th rostered day off in any full year of service.
- 39.1.6. Rostered days off may be swapped at any time subject to the approval of the CEO or Manager, such approval will not be unreasonably withheld.
- 39.1.7. On any occasion where an employee is unable to take a rostered day off within a four-week work cycle due to the exigencies of work the employee will be paid for the hours worked as overtime in accordance with the provisions of Clause 41 Overtime of this agreement.

39.1.8. Employees have the option to bank 2 RDOs at any one time. Application to take the banked RDOs on the appropriate form must be provided to the manager for approval. The Manager may reject the application based on staff availability. RDOs banked must be taken within the financial year that they are accrued.

39.2. Part-time employees

Part-time employees shall be employed pro-rata, within the ordinary spread of hours applicable to full-time employees who may be employed in the same classifications and will accrue all conditions that full-time employees receive, on a pro-rata basis.

39.3. Casual employees

Casual employees shall be employed within the ordinary spread of hours applicable to full-time and part time employees who may be employed in the same classifications and are entitled to a minimum shift of 3 hours work.

40. BREAKS

40.1. Rest Period

40.1.1. All employees shall be allowed one paid rest period of 15 minutes in each regular shift between the time of commencing work and the usual lunch interval.

40.1.2. Where practical, and such rest period does not interfere with the conduct of funerals, the window for the commencement of the 15-minute rest period shall be between 10.00 am and 11.00 am. The rest break shall usually start at 10:00am.

40.1.3. When employees are to perform overtime in excess of one-hour duration they shall be given the opportunity to cease work, on pay, for a brief rest break. Such rest period is not to exceed 10 minutes.

40.2. Meal Break

40.2.1. All employees shall be allowed a meal break of 30 minutes for lunch which will be granted to commence between 12.00 noon and 1.45 pm. Where practical and where the meal break does not interfere with the conduct of funerals, the meal break shall usually start at 12:00pm.

40.2.2. There is a commitment to reducing the downtime associated with breaks. Employees undertake to enter and leave the lunch area at the appointed times and move promptly to and from their work locations.

40.3. Wash up time

All outdoor staff are entitled to a wash up time allowance of 10 minutes at the end of each full shift of work. For example where the shift of work is scheduled to finish at 5.00 pm then employees are permitted to finish physical work at 4.50 pm and wash and change so as to facilitate the employee leaving work at 5.00 pm.

41. OVERTIME – OUTDOOR EMPLOYEES

- 41.1. Overtime will be calculated using the employees total rate of ordinary pay including any “all purpose allowance” the employee may be entitled to be paid on an ongoing basis.
- 41.2. All overtime will be allocated on an equitable basis across all employees. Such allocation will take account of any special skills required to perform the work. Agreement to work overtime will not be unreasonably withheld.
- 41.3. Provided that agreement is reached between the employer and the employee, at least one working day prior, the employee shall work on any duties, including the preparation for and/or conduct of burials and cremations and/or the memorialisation of cremated remains on any Saturday, Sunday or Public Holiday between the hours of 6.00am and 7.00pm, and receive pay at the following rates for those hours:
 - 41.3.1. 1.5 times the employee’s ordinary-time hourly rate for the first two hours work on a Saturday and 2.0 times the employee’s ordinary-time hourly rate thereafter.
 - 41.3.2. 2.0 times the employee's ordinary-time hourly rate for work on a Sunday.
 - 41.3.3. 2.0 times the employee's ordinary-time hourly rate for work on a public holiday, in addition to an employee’s ordinary day’s pay.
- 41.4. Employees who work on burials, cremations and/or the memorialisation of cremated remains on a weekend or public holiday shall be given the option of being provided with four hours work and paid overtime at the applicable rate or working for the duration of the burial, cremation service and/or memorialisation of cremated remains and undertaking the essential associated duties only, and being paid for such overtime at the applicable rate with a minimum guaranteed payment of two (2) hours overtime.
- 41.5. Employees who are called upon to work overtime following the completion of a normal shift of work Monday through Friday will be paid for such overtime at the rate of 1.5 times the employee’s ordinary-time hourly rate of pay for the first two hours of overtime work and 2.0 times the employee’s ordinary-time hourly rate of pay thereafter.

41.6. Time Off in Lieu of Payment for Overtime Worked

An employee who, with the prior approval of the employer, works at least one hour of overtime in a pay period may elect to:

- 41.6.1. receive payment at the appropriate overtime rate for some or all of that overtime; or
- 41.6.2. take an equal amount of paid time off in lieu, as matches the actual amount of overtime to be paid, less the amount of overtime for which the employee has elected to receive payment. The amount of overtime for which the employee has elected to take time off in lieu may be banked and carried forward, up to a limit of 15.2 hours maximum. This time off may be taken as and when agreed between the employer and the employee. If 1 hour overtime worked at 1.5 hours of paid overtime = 1.5 hours of Time off in Lieu If 1 hour overtime worked at 2 hours of paid overtime = 2 hours of Time off in Lieu
- 41.6.3. Employees who are called upon to work hours outside the normal spread of hours of 6.00am to 7.00pm will have these hours paid as overtime at the rate of 1.5 times the employee’s

ordinary-time hourly rate of pay for the first two hours and 2.0 times the employee's ordinary-time hourly rate of pay thereafter.

41.7. For the purposes of this clause the term “overtime” shall include all approved overtime worked in excess of 8.0 ordinary time hours per day, Monday to Friday, other than a public holiday.

41.8. All time approved to be worked outside the nominated spread of hours will be paid at the applicable overtime penalty rates.

41.9. Call Back

Any employee who is called upon to return to work by any form of notice to deal with an emergency situation to do with the security of the property, deal with leaking or broken power, water or gas supply, OH&S issues or other emergency situation, shall be paid an allowance in accordance with Clause 53.12 and will also be paid overtime at the appropriate rates for all work performed during the period of call back with a minimum of one hour of work. Employees contacted in relation to emergency call back will not unreasonably refuse to work.

42. STAND DOWN

42.1. An employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed for the following reasons:

42.1.1. a strike or stop-work meeting;

42.1.2. a breakdown of machinery;

42.1.3. rationing of power or the lack of fuel or transport; or

42.1.4. any cause for which the employer cannot reasonably be held responsible, but excluding slackness of trade.

42.2. Where an employee is stood down under the provisions of this clause, the time lost to the employee shall not affect the continuity of employment.

42.3. If an employee is stood down by the employer after being on site ready to commence work he or she shall be paid the equivalent of two hours at his or her ordinary rate.

42.4. If an employee has commenced work and is stood down by the employer he or she shall be paid a minimum of four hours of his or her ordinary rate or for the equivalent hours worked, whichever is the greater.

42.5. RPCV will comply with the Consultation provisions of this agreement prior to implementing any Stand Downs.

43. ANNUAL LEAVE

- 43.1. To assist employees in balancing their work and family responsibilities, by agreement between the employer and the employee, annual leave may be taken at any time within 12 months from the date at which the full entitlement falls due.
- 43.2. The employee shall be entitled to 4 weeks annual leave for each completed 12 months period of service by the employee. Annual Leave shall accrue monthly at the rate of 12.66 hours per month.
- 43.3. Any employees who wish to avail themselves of any period of annual leave due to them, shall make application for such period of leave to the employer, who will give consideration to the request and, either authorise such leave or advise the employee when such leave may be taken authorisation of such leave application will not be unreasonably withheld.
- 43.4. To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to take annual leave in single days not exceeding five days in total in any calendar year at a time or times agreed between them.
- 43.5. Any employee who accrues annual leave in excess of 8 weeks will be rostered by the employer to take such leave within 3 months of it accruing, except by agreement of the Chief Executive Officer.
- 43.6. An annual leave loading of 17.5% shall be paid in December of each calendar year, or as otherwise agreed and will be calculated on the employee's base rate of pay, excluding overtime and any non-all-purpose allowances. All-purpose allowances shall be included however. Pro rata annual leave loading shall be paid for periods of service of less than 12 months.
- 43.7. 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 the employee's base rate of pay. The 17.5% annual leave loading shall be applied to the proportion of the accrued annual leave payment calculation that has not attracted the payment of annual leave loading at the last December payment of annual leave loading; refer **clause 43.6** above.
- 43.8. Subject to the other provisions of this clause, annual leave accrues pro-rata, and is cumulative, but may be taken in advance at the discretion of the Chief Executive Officer.

44. PICNIC DAY

- 44.1.1. An additional day off without loss of pay will be granted on the day of the official AWU Picnic Day. This time off will be granted on the strict understanding that sufficient staff will be rostered on to allow for the core business of RPCV to be undertaken. Staff rostered to work on the day will be paid at ordinary rates and be granted a substitute day off work without loss of pay within one month of the date of the official AWU Union Picnic Day.
- 44.1.2. The date of the Official Picnic Day will be the third Wednesday in January of each year.

45. AMENITIES

45.1. RPCV shall provide each employee with or access to the following amenities:

- 45.1.1. boiling water;
- 45.1.2. tea, coffee & sugar;
- 45.1.3. wholesome cool drinking water;
- 45.1.4. locker; and
- 45.1.5. change rooms.

46. CLOTHING, UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT

- 46.1. Where RPCV requires an employee to wear a uniform it shall be supplied by RPCV and worn by the employee. The dress standards as specified in the RPCV policy will apply at all times the employee may be in contact with the public.
- 46.2. Such uniform shall remain the property of RPCV and shall be maintained and laundered by the employee. Excessively dirty coveralls and, with the approval of the Director of Operations, other clothing deemed to be excessively dirty may be separately laundered at the cost of RPCV.
- 46.3. Where an item of uniform is damaged, lost or destroyed in the course of employment, the employer shall replace that piece of uniform as soon as possible.
- 46.4. RPCV shall provide employees with all appropriate personal protective clothing, shoes and equipment and maintain same. RPCV will provide employees with approved sunscreen to at least 30+ protection level.
- 46.5. It is a condition of employment that, where personal protective equipment is supplied to an employee, including sunscreen, it be worn at all times as directed by RPCV.
- 46.6. Employees failing to comply with the provisions of this clause shall be subject to disciplinary action, including termination of employment for repeated offences.

47. JURY SERVICE

An employee required to attend for jury service, during his or her ordinary working hours, shall be reimbursed by the employer an amount equal to the difference between the amount of wages the employee would have received in respect of the ordinary time he or she would have worked, had he or she not been on jury service and the amount received as Jury Fees.

48. INDUCTION

Each employee shall, upon his or her commencement of employment, undertake a formal Induction Program that will include a briefing of all relevant policies and procedures of RPCV specifically relating to OH&S, dealing with the Public and employment related matters. All new staff will as part of the Induction program be introduced to their Consultative Committee representative and have the EBA explained in terms of its operation and impact on the new employee's duties and role.

49. PAYMENT OF WAGES

- 49.1. Wages shall be paid fortnightly.
- 49.2. Payment of wages will be made to an employee's nominated bank account no later than Wednesday of each pay fortnight.
- 49.3. Where Monday or Tuesday is a public holiday, the transfer of funds shall occur no later than Thursday of the week in which the Public Holiday occurs.
- 49.4. Terminating employees shall be paid all monies due to them as follows:
 - 49.4.1. when notice has been provided – on the day of termination of employment with RPCV.
 - 49.4.2. where no notice is given – within 2 working days following the termination.
- 49.5. On each occasion of a payment of wages details as required by the Act shall be provided to each employee.
- 49.6. Superannuation and other deductions from an employee's wages may occur in accordance with **Clause 22 Superannuation and Employee Deductions** - of this Agreement.

50. LOSS OF DRIVING LICENCE

- 50.1. As all roads within the sites administered by RPCV are public roads, all drivable plant used by RPCV must be registered and be operated by appropriately licenced drivers.
- 50.2. Employees are obligated to notify the Director of Operations or the Chief Executive Officer of RPCV immediately if their licence to drive a motor vehicle is suspended or cancelled.
- 50.3. An employee required to drive a registered plant item as part of his/her duties, and whose licence to drive a motor vehicle is cancelled or suspended for more than 3 months, will be required to discuss employment options open to him/her with the Director of Operations and be prepared to take on duties at a lesser level and at the lower rate of pay for the duration of the period of loss of licence. In the event that the employee is not prepared to work at a lesser classification and at a lower rate of pay, his/her employment with RPCV will be terminated.
- 50.4. Suspension of the licence to drive for less than 3 months may result in the employee being either:
 - 50.4.1. Transferred to other duties; and/or
 - 50.4.2. Required to take accrued leave for part or all of the period of suspension; and/or
 - 50.4.3. Stood down, without pay, for the duration of the period of suspension for which the employee does not have sufficient accrued leave benefits.

51. DRUG AND ALCOHOL POLICY

The following Drug and Alcohol policy will apply in all areas administered by RPCV:

- 51.1. The use of illicit drugs in the workplace will not be tolerated under any circumstances.
- 51.2. RPCV will, on the request of employees, organise a Drug Awareness program designed to inform individuals of dangers and risks associated with drug and/or substance abuse. The program will also aid employees to provide support to peers and to alert the employer of concerns they may hold based on OH&S issues.
- 51.3. There will be no random drug testing program introduced at RPCV without prior consultation and agreement between the parties including Employee Representatives. Where it is agreed that random drug testing is to occur then a Swab System is to be implemented as the method of testing.
- 51.4. To encourage employees to stop smoking, RPCV will reimburse the cost of an employee participating during his/her own time in a Stop Smoking program endorsed by the Anti - Cancer Council, such as the Quit Campaign. To be eligible for payment, the employee will be required to attend the full course and present to RPCV proof of such participation and attendance.
- 51.5. Employees are not permitted to smoke inside either vehicles or premises operated by the employer. During funeral services, employees are not permitted to smoke while in view of the public.
- 51.6. Consumption of alcohol on the premises, or during rostered hours, is not permitted without the specific consent of the employer.
- 51.7. Employees using prescription drugs which may affect their performance or ability to carry out their duties are required to notify their manager or supervisor.

52. COUNSELLING AND CORRECTIVE ACTION PROCEDURE – OUTDOOR EMPLOYEES

- 52.1. All employees are required to follow all reasonable instructions to carry out duties that are within the limits of an employee's skill, competence, classification and training.
- 52.2. The intent of this procedure is to approach employees, where there is evidence of poor job performance and/or conduct problems, in a mature and non-threatening manner. The focus is on ensuring that the employee knows the standards required, why they exist and understands how to meet those standards.
- 52.3. The Director of Operations shall be consulted prior to action being taken under each step of the procedure.
- 52.4. Prior to action being taken in steps 2 and 3 of the procedure, RPCV will advise the employee that if he/she does not wish to have an Employee Representative present, he/she may have another person of his/her choosing present as an observer.
- 52.5. If a grievance or dispute arises out of any of the steps in the procedure, the Grievances and Disputes Procedure as set out in this Agreement shall be followed.
- 52.6. The procedure shall not apply to employees who commit acts of serious misconduct as defined below:

52.6.1. Serious Misconduct is defined in accordance with the Fair Work Regulations 2009 – Regulation 1.07:

52.6.2. Conduct that is serious misconduct includes both of the following:

- a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- b) conduct that causes serious and imminent risk to:
 - i. the health or safety of a person; or
 - ii. the reputation, viability or profitability of the employer's business.

52.6.3. Conduct that is serious misconduct includes each of the following:

- (a) the employee, in the course of the employee's employment, engaging in:
 - a) theft; or
 - b) fraud; or
 - c) assault; or
 - d) sexual harassment;
- (b) the employee being intoxicated at work;
- (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

52.6.4. For paragraph 52.6.3.(b), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.

52.7. Acts of serious misconduct shall be thoroughly investigated by the Supervisor, in consultation with the appropriate Manager/CEO. The Supervisor and the Manager/CEO will meet with the employee after the investigation has been conducted and the employee may bring an Employee Representative to the meeting which may be a union representative or another person selected by the employee.

52.8. The procedure is made up of the following steps:

Step 1: Official Verbal Warning

An official verbal warning will be issued by the Supervisor for unsatisfactory performance and/or misconduct.

The employee shall be counselled regarding a strategy to overcome the cause of this situation.

Details of the warning and the strategy to overcome the situation shall be recorded on the employee's personal file. If further corrective action does not occur within three (3) months, the warning will become invalid.

Step 2: Official Written Warning

In the event of further unsatisfactory performance and/or misconduct, the employee shall be given an official written warning by his or her immediate Supervisor.

The written warning shall be placed in the employee's personal file.
The employee shall be counselled regarding the strategy to overcome the cause of the situation.
The agreed strategy shall be recorded in the employee's personal file.

If further corrective action does not occur within six (6) months, this official warning and the previous verbal warning will become invalid.

Step 3 - Official Second and Final Written Warning

This step involves the same action as in Step 2.

Step 4 - Termination of Employment

In the event of further unsatisfactory performance and/or misconduct, termination of the employee may occur.

- 52.9. Notwithstanding the procedure outlined above, the employer shall have the right to dismiss any employee, without notice, for misconduct that justifies instant dismissal, and in such cases, the wages shall be paid up to the time of dismissal only.

53. ALLOWANCES

- 53.1. All allowances shall increase in accordance with the Victorian Government Wages Policy.

- 53.2. In the normal course of work the employees will be required to work outdoors and be subject to everyday occurrences of outdoor work, within the terms of relevant OH&S policies.

- 53.3. The weekly and hourly rates include an all-purpose allowance as set out in Appendix 3 to compensate for any of the following disabilities of the industry, namely, being subject to:

53.3.1. the need to complete varying tasks in all climatic conditions;

53.3.2. sloppy or muddy conditions associated with cemetery work;

53.3.3. dirty or obnoxious work associated with a cemetery or the heat and dirty obnoxious nature of working in a crematorium (but not including exhumations);

53.3.4. the physical disadvantage of having to work in confined spaces such as graves or vaults;

53.3.5. the hazards of insect and reptile bites, toxic plants and the presence of disease including AIDS and hepatitis;

53.3.6. the lack of usual amenities associated with factory work;

53.3.7. the adverse effects of death and bereavement and working in an atmosphere of grief and emotion; or

53.3.8. the consideration, care and tact in dealing with the varying funeral customs and emotional states of the community.

53.4. Excavation, Exhumation and Lift and Deepen Procedures

- 53.4.1. Any employee who is required to excavate around a coffin below the level of the lid and to place bars, tapes or ropes under the coffin so that it may be lifted from the grave shall be paid an allowance in accordance with the rates set out in Appendix 3.
- 53.4.2. Any employee who is required to perform an exhumation defined by the Cemeteries and Crematoria Act will be paid an allowance in accordance with the rates set out in Appendix 3.
- 53.4.3. Any employee who is required to perform a lift and deepen as defined by the Cemeteries and Crematoria Act will be paid an allowance in accordance with the rates set out in Appendix 3.
- 53.4.4. Any employee who has entered a grave for the purpose of an exhumation shall on request be given sufficient time without deduction of pay for the employee to shower and change their clothes. Where facilities are not provided by the employer the time allowed shall be sufficient for them to do so at their home.
- 53.4.5. Any employee who is required to carry out or assist in the carrying out of an exhumation shall not, having cleared the container and or human remains for removal from the grave, be required to remove human remains or parts of human remains from the grave, unless the human remains or parts of human remains can be removed in their container or without direct handling.

53.4.6. Removal of Human Remains

In the event that no employee of RPCV wishes to be involved in a Lift and Deepen project where there is a likelihood of being required to handle Human Remains an appropriately qualified person will be engaged to undertake such work on behalf of RPCV.

53.5. Higher class work

- 53.5.1. An employee, as directed, may be required to perform the work of any classification in his or her class of work or of a lower class without reduction of rate alternatively, if the work is in a higher class the higher duties clause shall apply save that when the work of a higher classification and for which a higher rate of pay is prescribed is being performed as part of an agreed training program.
- 53.5.2. Where an employee performs duty for which a wage higher than that of their own class is fixed by this Agreement and the higher graded work is done for one full day or more then they shall be paid the higher duty for such work.
- 53.5.3. Where the work of a higher classification is performed in excess of four hours in one day, they shall receive the higher rate of pay for all time worked on the day.
- 53.5.4. An employee required to work as a Supervisor for more than 2 days over the period of a week shall receive the agreed rate of pay for the full week.
- 53.5.5. Testing of graves by hand digging shall be the work under this heading of Class ~~H~~3 rate.

53.6. First aid

- 53.6.1. All Employees shall be provided with First Aid training to the appropriate qualification level.

53.6.2. First aid in cemeteries or crematoriums shall follow “The Code of Practice, First Aid in the Workplace” approved pursuant to Section 55 of the Occupational Health and Safety Act 2004 (Victoria) as amended from time to time.

53.6.3. A copy of the Occupational Health and Safety Act 2004 and the associated code of practice shall be accessible to all employees of the Remembrance Parks Central Victoria.

53.6.4. Where an employee is seriously injured and it is not reasonably possible for him to travel independently the employer shall as soon as is reasonably possible supply means, free of charge, to convey him to the nearest hospital or doctor at which or by whom the employee is to be treated.

53.7. Loss of clothing

The employee will be responsible for the reimbursement of the cost of safety footwear and jacket if an item is lost.

53.8. Overtime meal allowance

An employee required to work overtime for more than two hours without being notified on the previous day or earlier shall be supplied with a meal by the employer or be paid a meal allowance as set out in Appendix 3.

53.9. Team Leader/Leading Hand

An employee (other than a Supervisor) appointed as such or required by an employer to be engaged in the supervision of not less than two and not more than fifteen employees, shall be paid amounts as set out in Appendix 3.

53.10. Supervisor

53.10.1. A Supervisor means an employee (other than a Leading Hand) appointed or required to be mainly engaged in either the direct supervision or coordination of employees at all levels (including those employees as Leading Hands) and/or with specialist responsibilities.

53.10.2. An employee appointed to the position of Supervisor shall be paid an allowance as set out in Appendix 3 in addition to their normal weekly rate.

53.11. Motor Vehicle Allowance

53.11.1. Where a RPCV requires an Employee to travel for work purposes, RPCV will require the employee to use public transport or be provided a cemetery vehicle for that travel. At the last resort if agreed by Management and the staff member they may use their own vehicle for travel.

53.11.2. Where an Employees is required by RPCV to use their own motor vehicle in the performance of his or her duties they shall be paid the current rate approved by the Australian Taxation Office.

53.11.3. Where a staff member elects to use their own vehicle for work purposes without agreement by management, the liability for property damage due to the travel with the staff member.

53.12. Call Back Allowance (see Clause 41.9)

Any employee who is called upon to return to work by any form of notice to deal with an emergency situation to do with the security of the property, deal with leaking or broken power, water or gas supply, OH&S issues or other emergency situation, shall be paid an allowance as set out in Appendix 3 and will also be paid overtime at the appropriate rates for all work performed during the period of call back with a minimum of one hour of work. Employees contacted in relation to emergency call back will not unreasonably refuse to work.

53.13. Mobile telephone allowance

Any employee who is required to or chooses to use their personal mobile telephone for work purposes will be paid an allowance on a pro rata basis as set out in Appendix 3 in addition to their normal weekly rate.

53.14. Additional annual lump sum cash payment

1. In addition to the increase in the annual salary rates, RPCV will make a separate lump sum cash payment of \$741.65 each year of the 4-year term of the Agreement to full-time employees who are employed at the relevant time.
2. The payment will be paid on a pro-rata basis for part-time employees based on the employee's paid ordinary hours in the previous 12 months.
3. For the purposes of clause 53.14, the relevant time of employment is listed below for each year and payment will be made on the first pay period commencing on or after this date:
 - a) 1 December 2024;
 - b) 1 December 2025;
 - c) 1 December 2026;
 - d) 1 December 2027.

54. INOCULATIONS

An employee shall during working hours and at the employer's expense receive from a qualified medical practitioners inoculations as directed by the employer as necessary for health and safety at work. Such inoculations shall include (but not be limited to) injections for anti-tetanus and Hepatitis B. The right to refuse such inoculations shall be on medical or personal grounds and should the injections be refused the employee may be redeployed at the discretion of management.

55. GRIEF COUNSELLING

An employee who suffers trauma from dealing with bereaved family and friends of deceased persons at or after Funeral services may apply for Grief Counselling which may be provided at no cost to the employee as part of an Employee Assistance Program.

56. EMPLOYEE REPRESENTATIVES

- 56.1. The Employer recognises the role of Employee Representatives to represent Employees as specified in individual clauses in this agreement that provide for employees to nominate a representative. The Employer recognises that the Employee Representative has a legitimate interest in ensuring that they can properly perform such representative functions, including

holding meetings free from any unreasonable hindrance, interference or obstruction by any other party.

56.2. The Employer will therefore grant Employee Representatives reasonable paid time off work to:

56.2.1. Consult and speak with Employees about matters relating to their employment such as a grievance or dispute.

56.2.2. Consult and confer with Employee Representatives.

56.2.3. Consult with the employer including participating in any consultation process set out under this Agreement.

56.2.4. Represent the interests of Employees to the employer and before industrial tribunals and courts.

56.2.5. Address new employees about the benefits of representation at an induction meeting.

56.2.6. Participate in any bargaining for an Agreement to replace this agreement.

56.3. The Employer will provide a notice board in lunch room facilities which is accessible to all employees and allow the Employee Representative to post notices and information on those notice boards.

56.4. Employees will be entitled to meet with their Employee Representative on an as needs basis.

56.5. The employer shall provide the Employee Representative with adequate resources to assist their duties, including reasonable access to:

56.5.1. telephone in a private location or mobile phone;

56.5.2. photocopying facilities; and

56.5.3. a computer, internet and email.

56.6. Employees elected or appointed to the position of Employee Representative will be provided appropriate training to support him/her in meeting the responsibilities attached to representing the interests of his/her fellow employees of the outdoor staff of RPCV. Conditional to 14 days notice being received by the employer and the absence of the Employee Representative not affecting the normal operations of RPCV, an Employee who makes a request to the Employer to attend training in workplace relations, occupational health and safety, dispute resolution or grievance management may, with the Employer's approval be granted up to 8 days paid leave per calendar year. The Employer will not unreasonably refuse the granting of such training leave.

57. INCLEMENT WEATHER

In the case of extremes of weather conditions work will continue in line with relevant OH&S policies.

SECTION 3 – TERMS APPLYING TO INDOOR EMPLOYEES ONLY

58. APPLICATION OF THIS SECTION

The terms and conditions contained in **Section 3** of this Agreement apply only to those employed in any of the classifications described in **Appendix 2**.

59. PERFORMANCE APPRAISALS –EMPLOYEES

- 59.1. It is agreed that all employees are entitled to know how they are progressing in their employment with RPCV. In order that this is properly recorded and therefore to allow for structured career planning to occur, all staff will be appraised annually. A Performance Management System will include an annual review of the employees Position Description and an agreed annual work plan that identifies training needs and set achievable objectives. An employees' progress is to be measured informally during the period and corrective actions set and agreed and at the conclusion of the period under review a formal appraisal will be conducted involving the employee and their immediate Manager. Such performance appraisal will be an integral part of the RPCV Performance Management System.
- 59.2. The Performance Management System assures that passage through the Classification Structure is gained on merit.
- 59.3. At the time of the annual performance appraisals, a review of the banding and pay scale applicable to the employee will be discussed.

60. HOURS OF WORK

60.1. Full-time employees

The ordinary work hours shall be 38 per week worked in accordance with the following provisions for a four week cycle:

- 60.1.1. Unless otherwise agreed, employment shall be by the week, comprising of 152 ordinary hours per 4 week work cycle and a maximum of 8 ordinary hours per day, between the spread of hours of 6:00am and 7:00 pm, Monday to Friday, worked over 19 days in each 4 week cycle. The other day in the 4 week cycle will be taken as a Rostered Day Off (RDO).
- 60.1.2. Start and Finish times may be varied within the spread of hours by agreement between the supervisor and the employee or group of employees affected. Agreement will not be unreasonably withheld.
- 60.1.3. Indoor Employees - Ordinary hours of work will normally be from 8.00 am to 4.30 pm Monday to Friday.
- 60.1.4. There shall be an average of 13 Rostered Days Off available to each employee who elects to work 19 days during each 4 week cycle during the whole of a calendar year, having regard to the 13th 4 week cycle the extra day is to be taken in June each year.
- 60.1.5. The 20 days of annual leave may be taken in more than one period and one of the periods of annual leave must be deemed to include a 13th rostered day off in any full year of service.

- 60.1.6. Rostered days off may be swapped at any time subject to the approval of the Manager, such approval will not be unreasonably withheld.
- 60.1.7. On any occasion where an employee is unable to take a rostered day off within a four week work cycle due to the exigencies of work the employee will be paid for the hours worked as overtime in accordance with the provisions of Clause 62 Overtime of this agreement.
- 60.1.8. Employees have the option to bank 2 RDOs at any one time. Application to take the banked RDOs on the appropriate form must be provided to the manager for approval. The Manager may reject the application based on staff availability. RDOs banked must be taken within the financial year that they are accrued.

60.2. Part-time employees

Part-time employees shall be employed pro-rata, within the ordinary spread of hours applicable to full-time employees who may be employed in the same classifications and will accrue all conditions that full-time employees receive, on a pro-rata basis.

60.3. Casual employees

Casual employees shall be employed within the ordinary spread of hours applicable to full-time and part time employees who may be employed in the same classifications and are entitled to a minimum shift of 3 hours work.

61. BREAKS

61.1. Rest Period

- 61.1.1. All employees shall be allowed one paid rest period of 10 minutes in each regular shift between the time of commencing work and the usual lunch interval and between the usual lunch interval and the end of the working day. It will be usual for the rest periods to commence at 10.00 a.m. and 3.00 p.m. respectively. These breaks will need to take into account the needs of the public and it may be necessary for staff to be flexible in their approach to these breaks.
- 61.1.2. When employees are to perform overtime in excess of one hour's duration they shall be given the opportunity to cease work, on pay, for a brief rest break. Such rest period is not to exceed 10 minutes and will be taken at the job site.

61.2. Meal Break

- 61.2.1. All employees shall be allowed a meal break of 30 minutes for lunch. The meal break shall commence between the hours of 12.00 noon. and 2.00 p.m. but not later than 5.5 hours after the commencement of work.
- 61.2.2. The persons covered are committed to reducing the downtime associated with meal breaks. Employees undertake to enter and leave the lunch area at the appointed times and move promptly to and from their work locations.

62. OVERTIME – INDOOR EMPLOYEES

- 62.1. Overtime will be calculated using the employee's ordinary pay as the basis for all calculations.
- 62.2. All overtime will be worked by agreement on an equitable basis across all employees. Such allocation will take account of any special skills required to perform the work. Agreement to work overtime will not be unreasonably withheld.
- 62.3. Provided that agreement is reached at least one working day prior between the employer and the employee, the employee shall work on any duties consistent with their agreed position description, including the preparation for and/or conduct of burials and cremations on any Saturday, Sunday or Public Holiday between the hours of 6.00 a.m. and 7.00 p.m., and receive pay at the following rates for those hours:
- 62.3.1. For overtime worked Monday to Friday, excluding Public Holidays, the overtime rates to apply are 1.5 times the employee's ordinary-time hourly rate for the first two hours work and 2.0 times the employees' ordinary-time hourly rate for all hours thereafter.
- 62.3.2. For overtime worked on a Saturday 1.5 times the employee's ordinary time hourly rate for the first two hours worked and 2.0 times the employee's ordinary-time hourly rate for all hours worked thereafter.
- 62.3.3. For all overtime worked on a Sunday 2.0 times the employee's ordinary-time hourly rate for all hours worked.
- 62.3.4. For all overtime worked on a public holiday 2.0 times the employee's ordinary-time hourly rate for work performed in addition to the employee's ordinary day's pay.
- 62.4. Employees who work overtime on specific tasks on a weekend or public holiday shall be given the option of being provided with three hours work and paid overtime at the applicable rate or working for just the duration of the task and being paid for two (2) hours overtime at the applicable rate.

62.5. Time Off in Lieu of Payment for Overtime Worked

An employee who, with the prior approval of the employer, works at least one hour of overtime in excess of those hours to which Ordinary Hours and RDO's relate in aggregate over a four week work cycle may elect to:

- a) receive payment at the appropriate overtime rate for some or all of that overtime; and/or
- b) take an equal amount of paid time off in lieu, as matches the actual amount of overtime to be paid, less the amount of overtime for which the employee has elected to receive payment. The amount of overtime for which the employee has elected to take time off in lieu may be banked and carried forward, up to a limit of 15.2 hours maximum. This time off may be taken as and when agreed between the employer and the employee.
If 1 hour overtime worked at 1.5 hours of paid overtime = 1.5 hours of Time off in Lieu
If 1 hour overtime worked at 2 hours of paid overtime = 2 hours of Time off in Lieu
- c) Employees who are called upon to work hours outside the normal spread of hours of 6.00am to 7.00pm will have these hours paid as overtime at the rate of 1.5 times the employee's ordinary-time

hourly rate of pay for the first two hours and 2.0 times the employee's ordinary-time hourly rate of pay thereafter.

62.6. For the purposes of this clause the term "overtime" shall include all approved overtime worked in excess of the agreed ordinary time hours per day, Monday to Friday, other than a public holiday.

62.7. All time approved to be worked outside the nominated spread of hours will be paid at the applicable overtime penalty rates.

62.8. Call Back

Any employee who has left work and is called upon to return to work by any form of notice to deal with an emergency situation to do with the security of the property, deal with leaking or broken power, water or gas supply or other emergency situation as defined by their Immediate Manager, including Religion Based Burials, shall be paid an allowance as set out in Appendix 3 and will also be paid overtime at the appropriate rates for all work performed during the period of call back with a minimum of one hour of work. Employees contacted in relation to emergency call back will not unreasonably refuse to work.

63. STAND DOWN

63.1. An employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed for the following reasons:

63.1.1. a strike or stop-work meeting;

63.1.2. a breakdown of machinery;

63.1.3. rationing of power or the lack of fuel or transport; or

63.1.4. any cause for which the employer cannot reasonably be held responsible, but excluding slackness of trade.

63.2. Where an employee is stood down under the provisions of this clause, the time lost to the employee shall not affect the continuity of employment.

63.3. If an employee is stood down by the employer after being on site ready to commence work he/she shall be paid the equivalent of two hours at his/her ordinary rate.

63.4. If an employee has commenced work and is stood down by the employer he/she shall be paid a minimum of four hours of his/her ordinary rate or for the equivalent hours worked, whichever is the greater.

63.5. RPCV will comply with the Consultation provisions of this agreement prior to implementing any Stand Downs.

64. ANNUAL LEAVE

64.1. The employee shall be entitled to 4 weeks annual leave for each completed 12 months period of service by the employee. Annual Leave shall accrue monthly at the rate of 12.66 hours per month for full-time employees.

64.2. To assist employees in balancing their work and family responsibilities, by agreement between the employer and the employee, annual leave may be taken in more than one period and at any

time within 12 months from the date at which the leave falls due, an employee may elect, with the consent of the employer, to take annual leave in single periods not exceeding five single days in any calendar year at a time or times agreed between them.

- 64.3. Any employees who wish to avail themselves of any period of annual leave due to them, shall make application for such period of leave to the employer, who will give consideration to the request and, either, authorise such leave or advise the employee when such leave may be taken, authorisation of such leave application will not be unreasonably withheld.
- 64.4. Any employee who accrues annual leave in excess of 8 weeks will be rostered by the employer to take such leave within 3 months of it accruing, except by agreement.
- 64.5. An annual leave loading of 17.5% shall be paid in December of each calendar year, or as otherwise agreed and will be calculated on the employee's base rate of pay, excluding overtime and any non-all-purpose allowances. Pro rata annual leave loading shall be paid for periods of service of less than 12 months.
- 64.6. 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 the employee's base rate of pay. The 17.5% annual leave loading shall be applied to the portion of accrued annual leave payment calculation that covers annual leave accrued since the most recent payment of annual leave loading.
- 64.7. Subject to the other provisions of this clause, annual leave accrues pro-rata, and is cumulative, but may be taken in advance at the discretion of the CEO.

65. PICNIC DAY

65.1.1. An additional day off without loss of pay will be granted on the day of the official AWU Picnic Day. This time off will be granted on the strict understanding that sufficient staff will be rostered on to allow for the core business of RPCV to be undertaken. Staff rostered to work on the day will be paid at ordinary rates and be granted a substitute day off work without loss of pay within one month of the date of the official AWU Union Picnic Day.

65.1.2. The date of the Official Picnic Day will be the third Wednesday in January of each year.

66. AMENITIES

66.1. Remembrance Parks Central Victoria shall provide each employee with or access to the following amenities:

- 66.1.1. boiling water,
- 66.1.2. tea, coffee, sugar and milk, and
- 66.1.3. wholesome cool drinking water.

67. CLOTHING, UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

67.1. Where RPCV requires an employee to wear a uniform it shall be supplied by RPCV and worn by the employee. The dress standards, as specified in the RPCV policy, will apply at all times the employee may be at work and/or in contact with the public.

- 67.2. Such uniform shall remain the property of RPCV and shall be maintained and laundered by the employee. With the approval of the immediate Manager, clothing deemed to be excessively dirty may be separately laundered at the cost of RPCV.
- 67.3. Where an item of uniform is damaged, lost or destroyed in the course of employment, the employer shall replace that piece of uniform as soon as is possible however should the damage or loss occur as a result of improper or unauthorised use of the item of uniform, replacement costs are the responsibility of the employee.
- 67.4. RPCV shall provide employees with all appropriate personal protective clothing and equipment and maintain same. RPCV will provide employees with approved sunscreen to at least 30+ protection levels.
- 67.5. It is a condition of employment that, where personal protective equipment is supplied to an employee, including sunscreen, it be worn at all times as directed by RPCV.
- 67.6. Employees failing to comply with the provisions of the preceding clause shall be subject to disciplinary action up to and including termination of employment for repeated offences.

68. JURY SERVICE

An employee required to attend for jury service, during his or her ordinary working hours, shall be reimbursed by the employer an amount equal to the difference between the payment the employee receives from Jury Service and the amount of wages he or she would have received, in respect of the ordinary time he or she would have worked, had he or she not been on jury service.

69. INDUCTION

Each employee shall, upon his or her commencement of employment, undertake a formal Induction Program that will include a briefing of all relevant policies and procedures of RPCV specifically relating to OH&S, dealing with the Public and employment related matters. All new staff will, have the EBA explained in terms of its operation and impact on the new employee's duties and role.

70. PAYMENT OF WAGES

- 70.1. Wages shall be paid fortnightly.
- 70.2. Payment of wages will be made to an employee's nominated bank account no later than Wednesday of each pay week.
- 70.3. Where Monday or Tuesday is a public holiday, the transfer of funds shall occur no later than Thursday of the week in which the Public Holiday occurs.
- 70.4. Terminating employees shall be paid all monies due to them as follows:
- 70.4.1. when notice has been provided – on the day of termination of employment with RPCV; or
- 70.4.2. where no notice is given – within 2 working days after the termination.
- 70.5. On each occasion of a payment being made, details as required by the Act shall be provided to each employee.

70.6. Superannuation and other deductions may occur from employees pay in accordance with State Government policy and as per **Clause 22 – Superannuation and Employee Deductions** - of this Agreement.

71. LOSS OF DRIVING LICENCE

71.1. The Trust has a number of items of plant and equipment – some registered and some not. All drivable plant used by RPCV staff must be operated by appropriately licenced drivers.

71.2. Employees are obligated to notify the CEO of RPCV immediately if their licence to drive a motor vehicle is suspended or cancelled.

71.3. An employee required to drive a registered plant item as part of their duties, and whose licence to drive a motor vehicle is cancelled or suspended for more than 3 months, will be required to discuss employment options open to them with the relevant Manager and be prepared to take on duties at a lesser level and at the lower rate of pay for the duration of the period of loss of licence. In the event that the employee is not prepared to work at a lesser classification and at a lower rate of pay, their employment with RPCV may be terminated.

71.4. Suspension of the licence to drive for less than 3 months may result in the employee being either:

71.4.1. transferred to other duties; and/or

71.4.2. required to take accrued leave for part or all of the period of suspension; and/or

71.4.3. stood down, without pay, for the duration of the period of suspension for which the employee does not have sufficient accrued leave benefits.

72. DRUG AND ALCOHOL POLICY

The following Drug and Alcohol policy will apply in all areas administered by RPCV:

72.1. The use of illicit drugs in the workplace will not be tolerated under any circumstances.

72.2. RPCV will, on the request of employees, organise a Drug Awareness program designed to inform individuals of dangers and risks associated with drug and/or substance abuse. The program will also aid employees to provide support to peers and to alert the employer of concerns they may hold based on OH&S issues.

72.3. There will be no random drug testing program introduced at RPCV without prior consultation and agreement between the parties including Employee Representatives. Where it is agreed that random drug testing is to occur then a Swab System is to be implemented as the method of testing.

72.4. To encourage employees to stop smoking, RPCV will reimburse the cost of an employee participating, during their own time, in a Stop Smoking program endorsed by the Anti-Cancer Council, such as the Quit Campaign. To be eligible for payment, the employee will be required to attend the full course and present to RPCV proof of such participation and attendance.

72.5. Employees are not permitted to smoke inside either vehicles or premises operated by the employer. During funeral services, employees are not permitted to smoke while in view of the public.

72.6. Consumption of alcohol on the premises, or during rostered hours, is not permitted without the specific consent of the employer.

72.7. Employees using prescription drugs which may affect their performance or ability to carry out their duties are required to notify their Manager or Supervisor.

73. COUNSELLING AND CORRECTIVE ACTION PROCEDURE – INDOOR EMPLOYEES

73.1. All employees are required to follow all reasonable instructions to carry out duties that are within the limits of an employee's skill, competence, classification and training.

73.2. The intent of this procedure is to approach employees, where there is evidence of poor job performance and/or conduct problems, in a mature and non-threatening manner. The focus is on ensuring that the employee knows the standards required, why they exist and understands how to meet those standards.

73.3. The Direct Manager shall be consulted prior to action being taken under each step of the procedure.

73.4. Prior to action being taken in steps 2 and 3 of the procedure, RPCV will advise the employee that if he/she does not wish to have an Employee Representative present, he/she may have another person of his/her choosing present as an observer.

73.5. If a grievance or dispute arises out of any of the steps in the procedure, the Grievances and Disputes Procedure shall be followed.

73.6. The procedure shall not apply to employees who commit acts of serious misconduct as defined below:

73.6.1. Serious Misconduct is defined in accordance with the Fair Work Regulations 2009 – Regulation 1.07:

73.6.2. Conduct that is serious misconduct includes both of the following:

- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the employer's business.

73.6.3. Conduct that is serious misconduct includes each of the following:

- (d) the employee, in the course of the employee's employment, engaging in:
 - a) theft; or
 - b) fraud; or
 - c) assault; or
 - d) sexual harassment;
- (e) the employee being intoxicated at work;
- (f) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

73.6.4. For paragraph 73.6.3.(b), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug

(except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.

Acts of serious misconduct shall be thoroughly investigated by the Supervisor, in consultation with the appropriate Manager/CEO. The Supervisor and the Manager/CEO will meet with the employee after the investigation has been conducted and the employee may bring an Employee Representative to the meeting which may be a union representative or another person selected by the employee.

73.7. The procedure is made up of the following steps:

Step 1: Official Verbal Warning

An official verbal warning will be issued by the Supervisor for unsatisfactory performance and/or misconduct.

The employee shall be counselled regarding a strategy to overcome the cause of this situation. Details of the warning and the strategy to overcome the situation shall be recorded on the employee's personal file. If further corrective action does not occur within three (3) months, the warning will become invalid.

Step 2: Official Written Warning

In the event of further unsatisfactory performance and/or misconduct, the employee shall be given an official written warning by his or her immediate Supervisor.

The written warning shall be placed in the employee's personal file.

The employee shall be counselled regarding the strategy to overcome the cause of the situation. The agreed strategy shall be recorded in the employee's personal file.

If further corrective action does not occur within six (6) months, this official warning and the previous verbal warning will become invalid.

Step 3: Official Second and Final Written Warning

This step involves the same actions as in Step 2.

Step 4: Termination of Employment

In the event of further unsatisfactory performance and/or misconduct, termination of the employee may occur.

73.8. Notwithstanding the procedure outlined above, the employer shall have the right to dismiss any employee, without notice, for misconduct that justifies instant dismissal and, in such cases, the wages shall be paid up to the time of dismissal only.

74. ALLOWANCES

74.1. All allowances except Motor Vehicle Allowances shall increase in accordance with the Victorian Government Wages Policy.

74.2. Higher Class Work

- 74.2.1. An employee, as directed, may be required to perform the work of any classification in their class of work or of a lower class without reduction of rate. Alternatively, if the work is in a higher class the higher duties clause shall apply, save that when the work of a higher classification and for which a higher rate of pay is prescribed is being performed as part of an agreed training program.
- 74.2.2. Where an employee performs duty for which a wage higher than that of their own class is fixed by this Agreement and the higher graded work is done for one full day or more then they shall be paid the higher duty for such work.
- 74.2.3. Where the work of a higher classification is performed in excess of four hours in one day, they shall receive the higher rate of pay for all time worked on the day.
- 74.2.4. An employee required to work as a Supervisor for more than 2 days over the period of a week shall receive the agreed rate of pay for the full week.

74.3. First Aid

- 74.3.1. All employees shall be provided with First Aid Training to the appropriate qualification level.
- 74.3.2. First aid in cemeteries or crematoriums shall follow "The Code of Practice, First Aid in the Workplace" approved pursuant to Section 55 of the Occupational Health and Safety Act 2004 (Victoria) as amended from time to time.
- 74.3.3. A copy of the Occupational Health and Safety Act 2004 (Victoria) and the associated code of practice shall be accessible to all employees of the Remembrance Parks Central Victoria.
- 74.3.4. Where an employee is seriously injured and it is not reasonably possible for him/her to travel independently the employer shall, as soon as is reasonably possible, supply means, free of charge, to convey him/her to the nearest hospital or doctor at which or by whom the employee is to be treated.

74.4. Overtime Meal Allowance

An employee required to work overtime for more than two hours without being notified on the previous day or earlier shall be supplied with a meal by the employer or be paid a meal allowance as set out in Appendix 3.

74.5. Motor Vehicle Allowance

- 74.5.1. Where RPCV requires an Employee to travel for work purposes, RPCV will require the employee to use public transport or be provided a cemetery vehicle for that travel. At the last resort if agreed by Management and the staff member they may use their own vehicle for travel.
- 74.5.2. Where an Employees is required by RPCV to use their own motor vehicle in the performance of his or her duties they shall be paid the current rate approved by the Australian Taxation Office.
- 74.5.3. Where a staff member elects to use their own vehicle for work purposes without agreement by management, the liability for property damage due to the travel with the staff member.

74.6. Out of hours bookings.

When an employee is required by the Employer to carry the RPCV mobile telephone for the purpose of taking bookings out of hours then the employee will be paid an allowance as set out in Appendix 3 in recognition of the additional responsibility the employee has agreed to undertake.

74.7. Mobile telephone allowance

Any employee who is required to or chooses to use their personal mobile telephone for work purposes will be paid an allowance on a pro-rata basis as set out in Appendix 3 in addition to their normal weekly rate.

74.8. Additional annual lump sum cash payment

1. In addition to the increase in the annual salary rates, RPCV will make a separate lump sum cash payment of \$741.65 each year of the 4-year term of the Agreement to full-time employees who are employed at the relevant time.
2. The payment will be paid on a pro-rata basis for part-time employees based on the employee's paid ordinary hours in the previous 12 months.
3. For the purposes of clause 74.8, the relevant time of employment is listed below for each year and payment will be made on the first pay period commencing on or after this date:
 - a) 1 December 2024;
 - b) 1 December 2025;
 - c) 1 December 2026;
 - d) 1 December 2027.

75. INOCULATIONS

An employee shall during working hours and at the employer's expense receive, from a qualified medical practitioner, inoculations as directed by the employer as necessary for health and safety at work. Such inoculations shall include (but not be limited to) injections for anti-tetanus and Hepatitis B. The right to refuse such inoculations shall be on medical or personal grounds.

76. GRIEF COUNSELLING

An employee who suffers trauma from dealing with bereaved family and friends of deceased persons at or after Funeral services may apply for Grief Counselling which may be provided at no cost to the employee.

SIGNATORIES

Executed as an agreement

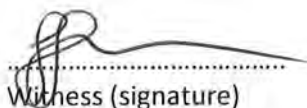
Executed by the Remembrance Parks Central Victoria by its duly appointed officer on behalf of the Employer:



Laretta Stace
CHIEF EXECUTIVE OFFICER
Remembrance Parks Central Victoria
PO Box 268
Eaglehawk VIC 3556

Date: 18/4/2024

In the presence of:


Witness (signature)

Lisa Ferrier
Name of witness (print)

Executed by the Employee Representative on behalf of the outdoor and indoor employees by its duly appointed officer:



.....
Nicholas Goddard
Crematorium Operations Supervisor
Remembrance Parks Central Victoria
5 Victoria Street
Eaglehawk Victoria 3556

Date: 23/4/24

In the presence of:



.....
Witness (signature)

JOHN ANDERSON
.....
Name of witness (print)

APPENDIX 1 – CLASSIFICATION STRUCTURE – OUTDOOR EMPLOYEES

Classification structure – For Outdoor Employees

A.1 Classification structure

All employees engaged at Class 2 and above (other than Class 2—Assistant Gravedigger) will have completed, hold and utilise an appropriate licence other than motor car, motorcycle and light truck; and an accredited short course certificate.

A.2 Cemetery Employee Class 1

- less than 6 months service with an employer;
- works under routine supervision either individually or in a team environment;
- is responsible for their own work subject to routine supervision.

A.2.1 Indicative of the tasks which an employee at this level may perform on a daily or periodic basis include but are not limited to the following:

- general maintenance;
- plant equipment and property maintenance;
- fencing;
- concreting and bitumen work;
- lawn mowing;
- raking leaves;
- sweeping;
- use of weed eater;
- wheel barrow;
- digging trenches, removal of trees;
- walk behind i.e. domestic/industrial mowers.

A.3 Cemetery Employee Class 2

- more than 6 months service with the employer;
- works from more detailed instructions and procedures;
- works under general supervision either individually or in a team environment;
- is responsible for assuring the quality of their own work.

A.3.1 Indicative of tasks which an employee at this level may perform on a daily or periodic basis including all tasks listed under Class 1 and include, but are not limited to the following:

- use of jack hammer, concrete mixer;
- use of hand tools including, power drill, pitchfork, electric saw, garden tools;
- digging trenches;
- lawn mowing including ride-on i.e. tractor driver (without implements);
- fertilising, spraying including, herbicides, pesticides;
- carting soil, material;
- clipping hedges, edges, pruning;
- removal of tree cuttings;
- use of light motors i.e. pumps, generator, chainsaw, post-hole digger and ability to maintain equipment in proper working order.

A.3.2 Assistant Gravedigger

Assists Gravedigger in some of the following tasks:

- digging, timbering graves under supervision;
- carting dirt, placing mats;
- cleaning/trimming around site;
- assist in lowering of coffin/casket;
- prepare area for funeral including surface reparation;
- tops up soil and cleans up after burial.

A.4 Cemetery Employee Class 3

A.4.1 Uncertificated Gravedigger

- no direct supervision;
- digs and backfills graves by hand or with mechanical equipment;
- includes identification of sites;
- preparation of graves;
- dresses graves for burial (i.e. placement of artificial lawn, lowering machine or bearers and generally tidying the area and approach to the grave).

A.4.2 Operator Assistant

- carries out the duties of a crematorium operator, but under direct supervision;
- removes coffin/casket from chapel;
- removes flowers/fittings;
- conveys coffin/casket to furnace.

A.4.3 Memorial Person

- preparation of plaques and remains for memorialisation;
- marking beds and construction of concrete bases;
- awareness/knowledge of maps, grounds etc;
- miscellaneous paperwork.

A.4.4 Funeral Assistant

- assistant to Funeral Supervisor;
- under general/routine supervision;
- dresses graves for burial (i.e. placement of artificial lawn, lowering machine or bearers and generally tidying the area and approach to the grave);
- prepares chapels for service;
- cleans/maintains chapels;
- gives instruction in the use of chapel equipment;
- assists with placing of coffin/casket over the grave;
- assists with lowering of coffin/casket into the grave.

A.5 Cemetery Employee Class 4

Employee who has completed an appropriate and relevant trade certificate i.e. Certificated Gardener, Certificated Gravedigger or other qualified tradesperson.

A.5.1 Funeral Supervisor

Carries out one or more of the following:

- supervising funeral;
- able to authorise paperwork as required by the relevant State or Territory legislation;
- keeps appropriate paperwork, records;
- supervise conduct of funeral;

- assist with purchase/allocation of graves and memorials;
- control traffic;
- conveyance of remains other than cremated remains within and between cemeteries controlled by the employing trust;
- advise public on locations of graves/memorials and funerals;
- may be required to hold and utilise appropriate motor licence.

A.5.2 Crematorium Operator

- operate crematorium equipment;
- maintain crematorium equipment;
- keep appropriate administrative records;
- authorises paperwork as required by the relevant State or Territory legislation.

A.5.3 This classification level will also apply to an employee:

- 76.1.1. with a minimum of 2 years industry experience; and
- b) who has not received the opportunity to be formally accredited; and
- c) can demonstrate knowledge and skills in the following areas:

- identifying and/or checking accurately, the location of a grave site;
- digging graves by hand or using appropriate machinery in full monument and law burial areas in a wide variety of soil conditions;
- directing backhoe/excavator in digging graves as in Class 2 above;
- assessing soil conditions and the installation of appropriate shoring for individual graves;
- preparing a grave site and surrounds for a funeral;
- assisting at a funeral including the use of lowering devices/tapes;
- backfilling and clean-up of grave site;
- assisting in the training and education of other gravediggers,

provided that, at the first available opportunity, the employee will undertake the necessary steps to achieve accreditation.

A.6 Cemetery Employee Class 5

A.6.1 Indicative experience and/or qualifications

Possession of an AQF III qualification or completion of an apprenticeship or traineeship at AQF III or equivalent consistent with the Funeral Services Training Package, Horticulture Training Package or other relevant qualification and has progress towards an AQF IV qualification or higher relevant to the industry.

A.6.2 Indicative level of responsibility

- An employee at this class would require remote supervision and who:
- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- applies solutions to a defined range of unpredictable problems;
- identifies, analyses and evaluates information from a variety of sources;
- identifies and applies skill and knowledge to a variety of contexts with some depth in some areas;
- takes responsibility for their own outputs in relation to specified human resource standards; and
- provides hands on management direction for a work team usually on site.

A.7 Cemetery Employee Class 6

A.7.1 Indicative experience and/or qualifications

Possession of an AQF IV qualification or higher relevant to the industry.

A.7.2 Indicative level of responsibility

- An employee at this class would require remote supervision and who:
- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- applies solutions to a defined range of unpredictable problems;
- identifies, analyses and evaluates information from a variety of sources;
- identifies and applies skill and knowledge to a variety of contexts with some depth in some areas;
- takes responsibility for their own outputs in relation to specified human resource standards;
- provides guidance and direction in the overall management; and
- acts as a liaison officer with senior management to ensure company standards are implemented and maintained.

A.8 Team Leader/Leading Hand

An employee (other than a Supervisor) appointed as such or required by an employer to be engaged in the supervision of not less than two and not more than fifteen employees, shall be paid the Allowance as set out in Clause 53.9 of this Agreement:

A.9 Supervisor

A Supervisor means an employee (other than a Leading Hand) appointed or required to be mainly engaged in either the direct supervision or coordination of employees at all levels (including those employed as Leading Hands), and/or with specialist responsibilities.

An employee appointed to the position of Supervisor shall be paid the Allowance as set out in Clause 53.10 of this Agreement.

APPENDIX 2 – CLASSIFICATION STRUCTURE – INDOOR EMPLOYEES

These Classification levels are also a guide for staff who may undertake higher duties. Work performed at a high class is determined by tasks undertaken and level of judgement expected during the period of higher duties. Reference to the Higher Duties clauses within this agreement.

Duties for all employees are determined within both position descriptions and this Enterprise Agreement.

Clerical assistant Level 1

Employees in this grade perform and are accountable for clerical and office tasks as directed. They work within established routines, methods and procedures. Supervision is direct.

Entry level in the organisation.

Under guidance of others – supervision is available at all times

Clerical assistant Level 2

Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures.

<i>Knowledge</i>	<i>Customer Services Experience</i> <i>Limited experience within the Cemetery, Funeral or associated industry</i> <i>Sales and product knowledge</i>
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<i>Judgement</i>	<i>Ability to work within established routines, methods and procedures</i> <i>Advice is available on exceptions to routines, methods and procedures</i> <i>Supervision is general and available when required.</i>
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<i>Work Undertaken</i>	<i>Reception</i> <i>General enquiries</i> <i>Bookings</i> <i>Sales</i> <i>Research Enquiries</i>
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Types of Roles this may include:

<i>Administration</i>
<i>Client Services</i>
<i>Reception</i>

Clerical assistant Level 3

Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2. They are responsible and accountable for their own work, which is performed within established guidelines, they exercise limited discretion within the range of their skill and knowledge. Supervision is general.

<i>Knowledge</i>	<i>Customer Services Experience</i> <i>Experience within the Cemetery, Funeral or associated industry</i> <i>Sales and product knowledge</i>
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Office administration

Judgement

Ability to work within established routines, methods and procedures
Advice is available on exceptions to routines, methods and procedures
Supervision is general and available when required
Competent and efficient in all tasks
Undertake events within a project outline
Ability to manage own time to achieved work within expected timeframes
Mason administration

Work Undertaken

Reception
All enquiries
Bookings
Sales
Research Enquiries
Tenure Research, Investigation & Sales
Updating of Website and documentation where agreed changes are required
Actively contributes to the development of procedures and policy
Plaque Checking and authorisation of placement
End of day balancing and banking including correction of out of balance
Statistical collection and reporting
Preparation of minutes and agendas
Event Administration/support being more than participation and attendance

Types of Roles this may include:

Administration
Client Services
Reception
Board and Committee administration support
Events Officer

Clerical assistant Level 4

Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Knowledge

Customer Services Experience
Significant experience within the Cemetery, Funeral or associated industry
Sales and product knowledge
Office Administration and Records Management Procedures and Practice
Experience in Payroll, accounts and bank reconciliation processing
Marketing and event operations

Judgement

Responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within prescribed limits.
Advice is available on exceptions to routines, methods and procedures
Supervision is limited but available when required
Problem Solving skills

Work Undertaken

Reception

All enquiries
Bookings
Sales
Research Enquiries
Tenure Research, Investigation & Sales
End of day balancing and banking including correction of out of balance
Updating of Website and documentation where agreed changes are required
Actively contributes to the development of procedures and policy
Accounts Payable Processing
Daily processing of bank reconciliation and completion at end of month
Statistical collection, reporting and analysis
Preparation of minutes and agendas
Payroll Processing

Types of Roles this include

Administration
Client Services
Reception
Accounts payable
Event Officer

Clerical assistant Level 5

Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgment within the range of their skills and knowledge. Supervision is minimal. Employees may be required to train other employees. This is a senior leader role within a team.

<i>Knowledge</i>	<i>Extensive Customer Services Experience</i> <i>Extensive experience within the Cemetery, Funeral or associated industry</i> <i>Extensive experience in Sales and product knowledge</i> <i>Ability to train others</i> <i>Ability to determine and recommend changes in processes and operations of the Organisation</i> <i>Event Management</i> <i>Ability to problem solve issues from investigation to resolution of an issue/item.</i>
<i>Judgement</i>	<i>Responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within prescribed limits.</i> <i>Advice is available on exceptions to routines, methods and procedures</i> <i>Supervision is limited but available when required</i> <i>Ability to make decisions to change systems processes and update procedures</i>
<i>without review</i>	<i>of others.</i> <i>Management of events</i>
<i>Work Undertaken</i>	<i>Reception</i> <i>All enquiries</i> <i>Bookings</i> <i>Sales</i> <i>Research Enquiries</i>

Tenure Research, Investigation & Sales
Creation and update of website information and documentation
Creation and facilitation of policy and procedures
Accounts Payable Processing
Payroll Processing and ability to interpret/process EA entitlements
Daily processing of bank reconciliation and completion at end of month
Statistical collection, reporting and analysis
Preparation of minutes and agendas
Creation of reports for the CEO and Board consideration
Debtor Management

Types of Roles this may include:

Administration
Client Services
Reception
Accounts payable Management
Payroll Management
IT System administration
Event Management

Clerical assistant Level 6

Employees in this grade perform duties at a senior or management level. They are responsible and accountable for their own work, and may have responsibility for the work of other employees. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to the CEO as required.

Supervisor or Manager of a team

APPENDIX 3 – WAGE RATES AND ALLOWANCES

FOR OUTDOOR EMPLOYEES

Full-time employees shall be paid for all Ordinary Hours worked, in accordance with the classification of the employee's position, as set out below:

Classification	Effective 27/05/2024 \$	Effective 27/05/2025 \$	Effective 27/05/2026 \$	Effective 27/05/2027 \$
Class 1 from commencement	24.54	25.28	26.04	26.82
(After 6 months, re-classified as Class 2)				
Class 2 from commencement	27.12	27.94	28.78	29.64
After 1 yrs service	27.38	28.20	29.04	29.91
After 2 yrs service	27.63	28.46	29.31	30.19
After 5 yrs service	27.88	28.72	29.58	30.47
Class 3 from commencement	29.47	30.36	31.27	32.21
After 1 yrs service	29.79	30.68	31.60	32.55
After 2 yrs service	30.11	31.01	31.94	32.90
After 5 yrs service	30.42	31.34	32.28	33.25
Class 4 from commencement	30.54	31.46	32.40	33.37
After 1 yrs service	30.86	31.78	32.74	33.72
After 2 yrs service	31.18	32.11	33.07	34.07
After 5 yrs service	31.49	32.43	33.41	34.41
Class 5	32.09	33.05	34.04	35.07
Class 6	32.93	33.92	34.94	35.98

5 Day Workers shall be paid for ordinary hours of work in accordance with the classification of the individual employee's position, as set out in **Appendix 1** above and have been increased in accordance with **Clause 20** of this Agreement.

Work related Allowances will be increased by the same percentage as the wage increases with the same date of effect each year during the life of the Agreement.

ALLOWANCES – OUTDOOR EMPLOYEES

ALLOWANCE	PAYABLE	CURRENT RATE	EFFECTIVE 27/05 2024	EFFECTIVE 27/05x 2025	EFFECTIVE 27/05 2026	EFFECTIVE 27/05 2027
		\$	\$	\$	\$	\$
All Purpose Allowance	Per week	35.09	37.81	38.94	40.11	41.31
Gravedigger performing exhumation	Per exhumation	172.30	297.23	306.15	315.33	324.79
Gravedigger performing lift and deepen	Per lift and deepen	85.17	86.57	89.17	91.85	94.61
Overtime meal allowance	Per occurrence	16.58	17.08	17.59	18.12	18.66
Team Leader 2-6 employees	Per week	18.86	20.90	21.53	22.18	22.85
Team Leader 6-15 employees	Per week	43.82	45.77	47.14	48.55	50.01
Supervisor	Per week	87.34	89.96	92.66	95.44	98.30
Call back	Per occurrence	68.17	70.22	72.32	74.49	76.73
Mobile telephone	Per week	0.00	7.50	7.73	7.96	8.20
Vehicle Allowance	Per Kilometre (max. of 400kms per week)	0.85	0.95	0.98	1.00	1.03

FOR INDOOR EMPLOYEES

Full-time employees shall be paid for all Ordinary Hours worked, in accordance with the classification of the employee's position, as set out below:

Classification	Effective 27/05/2024 \$	Effective 27/05/2025 \$	Effective 27/05/2026 \$	Effective 27/05/2027 \$
Level 1				
First 6 months	26.13	26.91	27.72	28.55
After 6 months for a period of at least 12 months	26.52	27.32	28.14	28.98
Thereafter	26.92	27.72	28.56	29.41
Level 2				
First 6 months	27.71	28.54	29.40	30.28
After 6 months for a period of at least 12 months	28.11	28.95	29.82	30.71
Thereafter	28.50	29.36	30.24	31.14
Level 3				
First 6 months	29.29	30.17	31.08	32.01
Thereafter	30.08	30.99	31.92	32.87
Level 4	31.67	32.62	33.60	34.60
Level 5	35.63	36.69	37.79	38.93
Level 6	43.78	45.09	46.44	47.84
Junior rates to be a percentage of the applicable classification level: At 16 – 50% At 17 – 60% At 18 – 70% At 19 – 80% At 20 – 90%				

5 Day Workers shall be paid for ordinary hours of work in accordance with the classification of the individual employee's position, as set out in **Appendix 2** above and have been increased in accordance with **Clause 20** of this Agreement.

Work related Allowances will be increased annually in line with movement in Wage Rates.

ALLOWANCES – INDOOR EMPLOYEES

ALLOWANCE	SCHEDULE	CURRENT RATE	EFFECTIVE 27/05 2024	EFFECTIVE 27/05 2025	EFFECTIVE 27/05 2026	EFFECTIVE 27/05 2027
		\$	\$	\$	\$	\$
Call back	Per occurrence	68.17	70.22	72.32	74.49	76.73
Out of hours bookings	Per day	109.06	112.33	115.70	119.17	122.75
Overtime meal allowance	Per occurrence	16.58	18.23	18.78	19.34	19.92
Mobile telephone	Per week	0.00	7.50	7.73	7.96	8.20
Vehicle Allowance	Per Kilometre (max. of 400kms per week)	0.85	0.95	0.98	1.00	1.03

APPENDIX 4 – SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH A DISABILITY

1.1 Definition

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- 1.1.1 Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in (“Supported Wage System: Guidelines and Assessment Process”).
- 1.1.2 Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual’s productive capacity within the Supported Wage System.
- 1.1.3 Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 1.1.4 Assessment Instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

1.2 Eligibility criteria

- 1.2.1** Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 1.2.2** This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
- 1.2.3** The Agreement does not apply to employees in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under Section 10 or Section 12A of the Act, or if a part only has received recognition, that part.

1.3 Supported wage rates

Employees to whom this clause applies shall be paid the applicable percentage of the rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule

Assessed capacity rate	% of Prescribed amount (5.4)
*10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%

70%
80%
90%

70%
80%
90%

(Provided that the amount payable shall not be less than \$100.00 per week).

* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

1.4 Assessment of capacity

For the purpose of establishing the percentage of the rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- 1.4.1** the employer and the union, in consultation with the employee or, if desired by any of these;
or
- 1.4.2** the employer and an accredited Assessor from a panel agreed by the RPCV and the employee and their Employee Representative.

1.5 Lodgement of assessment instrument

- 1.5.1** All assessment instruments under the condition of this clause, including the appropriate rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Fair Work Commission.
- 1.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

1.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

1.7 Other terms and conditions of employment

Where assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

1.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

1.9 Trial period

- 1.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding

twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

1.9.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

1.9.3 The minimum rate payable to the employee during the trial period shall be no less than \$100.00 per week.

1.9.4 Work trials should include induction or training as appropriate to the job being trialled.

1.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 1.4.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/1369 - Application for approval of the Remembrance Parks Central Victoria Enterprise Agreement 2024-2028

Applicant:

Remembrance Parks Central Victoria

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Laretta Stace, Chief Executive Officer, have the authority given to me by Remembrance Parks Central Victoria (RPCV) to give the following undertakings with respect to the *Remembrance Parks Central Victoria Enterprise Agreement 2024-2028 (Agreement)*:

1. That clause 8 of the Agreement be amended as shown in underline below:

“This Agreement will commence seven days after the Agreement has been approved by the FWC and will expire 4 years after the date on which it is approved, or on 26 May 2028, whichever is earlier.”

2. Although, the Agreement is not intended to cover, and does not define, shiftworkers, a new clause 43.9 be inserted as follows for the purposes of section 196(2) of the *Fair Work Act 2009* (Cth):

“43.9 An employee is a shiftworker for the purposes of the NES if the employee is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.”

3. That clause 32.6 of the Agreement be amended as shown in underline below:

“(a) The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned.

“(b) If an employee who is at least 18 years old fails to give the period of notice required under clause 32.6(a), then the employer may deduct from wages due to the employee an amount that is no more than one week’s wages for the employee.”

4. That the sentence in parentheses at the conclusion of clause 1.3 of Appendix 4 of the Agreement regarding Supported Wage Rates be amended as shown in underline below:

“(Provided that the amount payable shall not be less than \$103.00 per week)”

5. That a new clause 13.4(c) be inserted as follows:

“(c) The 25% loading is paid in addition to any other applicable loadings or overtime penalty rates.”

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Sincerely,

A handwritten signature in cursive script, appearing to read "L Stace".

Lauretta Stace
Chief Executive Officer

Date: 9 May 2024