

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/191

TITLE: Invocare Australia Pty Limited Funeral Industry Enterprise Agreement 2005

I.R.C. NO: IRC5/6455

DATE APPROVED/COMMENCEMENT: 16 December 2005 / 26 April 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/40.

GAZETTAL REFERENCE: 2 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 27

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Invocare Australia Pty Ltd., Level 4/153 Walker Street, North Sydney NSW 2060, who are engaged in the classifications in clause 17 of this agreement, at the locations referred to in Schedule 1 of this agreement, who fall within the coverage of the Funeral Industries (State) Award 2005 and the Clerical and Administrative Employees (State) Award. The agreement does not apply to clerical employees working in the National Finance and Administration Group or at the company's Corporate Head Office.

PARTIES: InvoCare Australia Pty Ltd -&- The Funeral and Allied Industries Union of New South Wales Branch

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3. DEFINITIONS

In this agreement unless the context otherwise requires:

'Agreement' means the InvoCare Australia Pty. Limited Funeral Industry Enterprise Agreement 2005.

'Casual Employee' means an employee who is engaged and paid at an hourly rate equal to the appropriate weekly rate divided by forty (40) for Funeral Service Employees and by thirty eight (38) for Office Employees.

'Coffin/Casket' means a container constructed of any material and manufactured for the purpose of transfer, cremation or interment of a deceased person.

'Employee or Employees' means all Funeral Service Employees and Office Employees, who are covered by the terms of this Agreement.

'Employer' or **'the Company'** means InvoCare Australia Pty. Limited.

'Funeral' means the conveying of a coffin/casket containing the body of a deceased person from any place direct to a cemetery or crematorium for the purpose of interring or cremation.

'Funeral Service Employee' means an employee described as such in clause 17 of this Agreement.

'Office Employee' means an employee described as such in clause 17 of this Agreement.

'Part-time Employee' means an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by full time Employees, but such days shall not be less than 1 per week and such hours shall not be less than 4 per week.

'Transfer' means the conveying of a deceased person from one place to another other than for the purpose of interment or cremation.

'The Act' means the *Industrial Relations Act 1996* (NSW).

'Week's pay' means the ordinary time rate of pay for the Employee concerned.

4. SCOPE

This Agreement shall apply to Employees of the Employer employed in the classifications referred to in Clause 17 at the locations referred to in Schedule 1 of this Agreement. This Agreement shall only apply to those Employees who work in the Company's New South Wales Funeral Group. For the purpose of clarification, this Agreement shall not apply to any clerical employees employed by the Company who work in the National Finance and Administration Group wherever they may be located from time to time (even if they are located at any of the locations referred to in Schedule 1). In addition, this Agreement does not apply to any employees employed at the Company's Corporate Head Office.

5. PURPOSE OF AGREEMENT

This Agreement formally regulates terms and conditions of employment of Employees referred to in Clause 17 employed by the Employer at the locations referred to in Schedule 1, and to replace in its entirety the terms and conditions of employment contained in the Funeral Industries (State) Award and the Clerical and Administrative Employees (State) Award in so far as it applies to the abovementioned.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made toward improved work practices and the more flexible operation of hours of work.

7. DURESS

This Agreement was not entered into under duress by any party to it.

8. PROBATION

8.1 The 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 must not exceed one hundred and twenty (120) days.

8.2 An Employee who is promoted to a higher grade or classification under this Agreement may be required to serve a period of probationary employment in that position, for the purpose of determining the Employee's suitability for employment in that position. The Employee must be advised in advance that the employment in that position is probationary and of the duration of the probation which can be up to but must not exceed one hundred and twenty (120) days.

9. HOURS

- 9.1 (a) The ordinary hours of work for Funeral Services Employees employed prior to the operative date of this Agreement shall not exceed forty (40) hours per week or eight (8) hours per day, on any five (5) working days Monday to Friday inclusive. Hours are to be worked between 6.30am and 7.30pm.
- (b) The ordinary hours of work for Funeral Services Employees employed since the operative date of this Agreement, shall not exceed forty (40) hours per week or eight (8) hours per day, on any five (5) working days Monday to Sunday inclusive,. Hours are to be worked between 6.30am and 7.30pm.
- (b) The ordinary hours of work for Office Employees shall not exceed thirty-eight (38) hours per week, over five (5) working days Monday to Sunday inclusive. Hours are to be worked between 6.30am and 7.30pm.
- 9.2 (a) When an Employee is required to work ordinary hours on a Saturday pursuant to clause 10.1, he/she shall be paid a loading of 25% in addition to their ordinary rate of pay.
- (b) When an Employee is required to work ordinary hours on a Sunday pursuant to clause 10.1, he/she shall be paid a loading of 50% in addition to their ordinary rate of pay.
- (c) When an Employee is required to work on a Public Holiday between 6.30am and 7.30pm he/she shall be paid a loading of 150% in addition to their ordinary rate of pay.
- 9.3 All Employees shall participate in reasonable rostering to meet the needs of the Industry.
- 9.4 Where a Casual Employee is required to work, the hours of work for a Casual Employee shall not be less than three (3) hours per day. Casuals will be engaged on the basis of applicable ordinary time rates of pay for work performed during ordinary hours as defined in sub-clause 10.1(b) for permanent Employees.

10. REST PAUSE

Where practicable, Employees shall be allowed ten (10) minutes in the morning and ten (10) minutes in the afternoon, to be taken at a convenient time for the purpose of refreshment and such periods shall count as time worked.

11. MEAL BREAK /MEAL MONEY

- 11.1 All Employees shall not work longer than five and one half (5.5) hours without a Meal Break of not less than thirty (30) minutes. In the event that an Employee works beyond 5.5 hours without taking a meal break, the Employee shall be paid a meal allowance of up to \$11.00, provided that the Employee shall provide receipts prior to

any payment being made. For the purpose of clarification, overtime is not payable because an Employee works for more than 5.5 hours without taking their meal break.

- 11.2 Any Employee who continues to work at the direction of the Employer for more than two (2) hours after their ordinary ceasing time, shall be paid a meal allowance of \$11.00. However any such allowance must be approved in advance by the Employee's Manager.
- 11.3 In all cases, the maximum meal allowance payable to an Employee is \$11.00 and must be submitted on the next working day.
- 11.4 The Employer may determine when and at what location the Employee will take their recognised meal break.
- 11.5 Casual and Part-time Employees who work six (6) hours or less are not entitled to a meal break.

12. OVERTIME

- 12.1 (a) Overtime means time worked in excess of the Employee's ordinary hours, with prior authorisation from the Employer. Provided that an Employee may be required to work either prior to their normal commencing time or beyond their normal ceasing time without the payment of overtime, where such time worked is between 6.30am and 7.30pm.
- (b) Employees shall be paid overtime rates where they are required to work beyond their ordinary hours of work as defined in clause 10.1 as follows:
 - (i) Time and one half for the first 2 hours and time in addition to time thereafter.
 - (ii) Overtime on a Sunday at time in addition to time.
 - (iii) Overtime on a Public Holiday at time and one half in addition to time.
 - (iv) An Employee required to work overtime on a Saturday shall be paid for a minimum of four (4) hours.
- 12.2 (a) An Employee who is recalled to work overtime after leaving the Employer's premises (on the same day) or an Employee called in (on a day they are rostered off duty) shall be paid in accordance with the following table:

Activity undertaken/performed	Amount payable (\$)
Transfer	70.00
Viewing	70.00
Other activities when approved by the Company in advance in writing where the Employee is recalled	70.00

- (b) The amounts referred to in the above table are inclusive of traveling time and all other penalty rates, including, but not limited to, overtime and meal allowance.
- (c) Where an Employee is required to undertake more than one transfer, viewing or other activity upon being recalled or called in as the case may be, the Employee shall be paid \$70.00 for each of the first two activities/tasks and \$35.00 for the third and subsequent activities/tasks thereafter.
- (d) An Employee who is required by the Employer to be on standby to work outside of ordinary hours will attract one of the following payments:

i. where the Employee does not work in the standby period an allowance set out below shall be paid for each continuous standby period:

Monday to Friday	-	\$12.80
Saturday and Sunday	-	\$25.60
Public Holidays	-	\$38.45

- ii. where the employee works during the standby period they will be paid at the applicable penalty rates and will not be paid the rates set out in 12.2(d)i above.

- 12.3 Employees shall, in relation to all functions of their classification, be available to work overtime to meet the needs of the Employer having regard to the nature of the industry.
- 12.4 Each day shall be deemed to commence at midnight and finish at midnight.
- 12.5 Casual Employees who perform work outside the ordinary hours of work of this Agreement shall be paid the overtime rates as set out in this clause in accordance with the classification in which they are employed.
- 12.6 The Company may elect to allow an Employee to take home a Company vehicle for the purpose of standby. The vehicle shall be used for Company business only.
- 12.7 Overtime is computed on the basis of 15 minute blocks and will be rounded up or down accordingly. Any initial period of overtime of 10 minutes or less shall be disregarded.
- 12.8 Time Off in Lieu of Payment for Overtime
 - (i) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (iii) If, having elected to take time as leave in accordance with paragraph 13.9(i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination, whichever occurs first.
- (iv) Where no election is made in accordance with 13.9(i), the Employee shall be paid overtime rates in accordance with this Agreement.

13. REIMBURSEMENTS

All expenses paid out by an Employee on behalf of the Employer require prior approval by the Employer and shall be reimbursed to the Employee by the Employer subsequent to the provision of the appropriate supporting documentation.

14. PUBLIC HOLIDAYS

- 14.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day shall be Holidays.
- 14.2 The additional holiday otherwise applicable under the Clerical and Administrative Employees (State) Award shall not apply to Office Employees covered by this Agreement.

15. UNION MEETINGS

- 15.1 Subject to providing satisfactory proof of their attendance, Permanent Employees are entitled to be paid for:
 - (a) one (1) union meeting each Calendar Year for the purpose of discussing matters affecting this Agreement.
 - (b) an additional two (2) meetings each Calendar Year during enterprise agreement negotiations.
- 15.2 Union meetings shall be called by the Secretary of the Union, who shall give the Employer such notice as is necessary in advance of such meeting as to be reasonably assured that burial and cremation work shall not be interrupted.
- 15.3 For the purpose of ensuring minimal disruption to burial and cremation services, union meetings must as near as possible either commence at the location's opening time, or finish at the location's closing time and shall not be held during the middle of the work day.
- 15.4 Employees' attendance at each union meeting must not exceed four (4) hours, including travelling time. Employees shall attend for duty for any part of the rostered day occurring before or after the meeting.

16. CLASSIFICATIONS AND DUTIES OF EMPLOYEES

- 16.1 The Company's Policies and Procedures, which may vary from time to time, must be adhered to by all Employees.
- 16.2 In addition to the duties listed below, Employees shall carry out all duties and perform all functions as directed by the Employer, which are within the Employee's skill, capability and training.
- 16.3 Progression through the levels listed below is contingent upon written approval by the Employer of such progression. This clause shall apply to Employees commencing subsequent to the date for this Agreement.

16.4 Funeral Services Employees - Classifications

Level 1 – Funeral Director Assistant or Mortuary Assistant

Must be proficient in all duties and meet the standards as set out in the current InvoCare Job Description for Funeral Director Assistant or Mortuary Assistant (as varied from time to time) provided that proficiency and standards are verified and approved in writing by management based upon workplace assessment of the Employee and successful completion of all applicable InvoCare training modules. A Mortuary Assistant must perform their duties in a mortuary for a minimum of 120 hours per month.

Level 2 - Trainee Embalmer

Must be verified in writing and be proficient in all duties and meet the standards as set out in the current InvoCare Job Description for Trainee Embalmer (as varied from time to time). A Trainee Embalmer must perform their duties in a mortuary for a minimum of 120 hours per month.

Level 3

Must be proficient in all duties and meet the standards as set out in the current InvoCare Job Description for Arranger, Conductor or Arranger Conductor.

Level 4

Must be proficient in all duties and meet the standards as set out in the current InvoCare Job Description for Funeral Co-Ordinator.

Level 5 - Qualified Embalmer

Must be proficient in all duties and meet the standards as set out in the current InvoCare Job Description for Qualified Embalmer. Must hold appropriate qualifications from a body such as The Australian Institute of Embalmers or equivalent which is recognised by the Employer and be engaged in the position of a Qualified Embalmer with the Employer. The qualified Embalmer must perform their duties in a mortuary for a minimum of 120 hours per month.

16.5 Office Employees

Level 1

Respond to telephone inquiries. Data entry, receive and process requests for information and compose reports/correspondence. Handle sensitive inquiries with tact and discretion. Provide information and advice. Follow-up on client needs. Train others in the use of office equipment, co-ordinate own work routine with others. Follow-up and record outstanding accounts. Manage diary, appointments and Funeral Director bookings.

Any other duties directed by the Employer and within the Employee's skill and capability.

Level 2

All tasks required under Level 1 above. Provide information on current service provision. Devise and maintain filing system. Assist and train other workers. Arrange meeting and record minutes of meetings. Plan work for the team. Allocate tasks to members of the team.

Any other duties directed by the Employer and within the Employee's skill and capability.

Level 3

All tasks required under Level 2 above. Applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Monitor team performance. Organise training for the team. Process payment of wages and salaries. Prepare payroll data. Organise meetings and events.

Place job vacancy advertisements; assist in the selection of staff; plan and allocate work for the team; and monitor team performance.

Any other duties directed by the Employer and within the Employee's skill and capability.

17. WAGES

- 17.1 The rates of pay applying during the term of this Agreement to Employees in the classifications set out above are as follows:

Funeral Services Employees

Classifications	On signing	6 months from date of signing	12 months from date of signing	24 months from date of signing
Level 1	\$680.00	\$690.00	\$700.00	\$720.00
Level 2	\$730.00	\$745.00	\$765.00	\$790.00
Level 3	\$700.00	\$720.00	\$745.00	\$770.00
Level 4	\$730.00	\$750.00	\$775.00	\$800.00
Level 5	\$800.00	\$820.00	\$840.00	\$860.00

Office Employees

Classifications	On signing	12 months from date of signing	24 months from date of signing
Level 1	\$585.00	\$600.00	\$620.00
Level 2	\$630.00	\$650.00	\$670.00
Level 3	\$700.00	\$725.00	\$750.00

- 17.2 The first \$15.00 of any over award payment received by an Employee will be absorbed into each respective wage increase as outlined in subclause 18.1 above. Accordingly, the maximum amount of over award payment which can be absorbed is \$60.00 over a 3 year period for Funeral Services Employees and \$45.00 over a 2 year period in respect of Office Employees.
- 17.3 Employees covered by this Agreement who are called upon to participate in an exhumation or a vault transfer shall be paid the sum of \$60.00 per Employee per body exhumed or transferred.
- 17.4 An Employee who is recognised by the Employer as a Level 1 Mortuary Assistant or a Level 2 Trainee Embalmer and works directly under the supervision of a Qualified Embalmer in a mortuary for at least 120 hours per month, shall be paid a weekly allowance of \$35.00 in addition to the rate of pay as set out in Clause 17.1. A qualified Embalmer who works in a Mortuary for at least 120 hours per month will be paid a weekly allowance of \$70.00 per week. The allowances under this sub-clause are payable during all leave, but not for the purpose of computing overtime or redeeming sick leave.
- 17.5 Casual Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 40 in respect of Funeral Services Employees, or 38 in respect of Office Employees, plus an additional 20%, with a minimum engagement period of three (3) hours during ordinary hours as prescribed by this Agreement. The additional loading prescribed herein is in lieu of annual leave, annual leave loading, public holidays, sick leave and other entitlements normally applicable to permanent employment.

- 17.6 Upon signing this Agreement, the Resident Officer level will no longer be applicable. All terms and conditions of employment of an employee engaged as a Resident Officer will revert to the provisions of this Agreement. Where a Resident Officer resides on Company premises and continues to occupy those premises, the basis of occupancy will revert to a commercial tenancy within 6 months from the date of this Agreement being signed.
- 17.7 Part time Employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 40 in respect of Funeral Services Employees, or 38 in respect of Office Employees. Notwithstanding anything elsewhere contained in this Agreement, the provisions of this Agreement with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, personal carers' leave, long service leave and Holidays shall apply to Part-time Employees on a pro rata basis.

18. PAYMENT OF WAGES

- 18.1 Wages shall be paid weekly. The parties have agreed that during the term of this Agreement, the pay period will change to a fortnightly pay period.
- 18.2 Bank and Government charges associated with this method of payment are included within the rates of pay adjustments in sub-clause 18.2 of this Agreement.
- 18.3 All Employees shall be provided with an itemised statement of the amounts and reasons for any deductions.

19. SHORT TERM MOVEMENT OF EMPLOYEES

19.1 Higher Duties

Subject to management approval, an Employee who is called upon to perform duties outside their usual scope or classification on a temporary basis, where the Employee is performing such duties for a consecutive period of time not less than four (4) weeks, shall be paid at least the rate which would be applicable for the time the work is performed.

19.2 Additional Travel

Employees may from time to time be required to travel to and perform work at a location other than their usual place of work.

19.3 Using Own Motor Vehicle during Work Time

Where public transport is unavailable and the Employee is required to utilise his or her private motor vehicle, the Employee will be paid a travel allowance as provided for in InvoCare's Policies and Procedures.

19.4 Commencing Duties at Other Locations

- (a) Employees may be required to commence duties at a location other than their normal work location ('**Different Starting Location**'). Starting time and starting location shall be determined by the Employer prior to ceasing time the day before. The Different Starting Location of an Employee may be within the metropolitan area of the Employee's normal place of employment. i.e. Sydney metropolitan area, Wollongong, Newcastle or Central Coast.
- (b) Where an Employee is ordinarily based at one of the Company's Operating Centres located at Minchinbury, Lidcombe and North Ryde ("**Operating Centre**"), and is required to commence at an Operating Centre being a Different Starting Location, a portion of the Employee's ordinary hours will incorporate travel time to the Different Starting Location. This portion of ordinary time will not be more than 30 minutes each way.
- (c) This clause does not apply to Casual Employees.

20. SUPERANNUATION LEGISLATION

20.1 The subject of superannuation is dealt with extensively by legislation including:

- (a) *Superannuation Guarantee (Administration) Act 1992*;
- (b) *Superannuation Guarantee Charge Act 1992*;
- (c) *Superannuation Industry (Supervision) Act 1993*;
- (d) *Superannuation (Resolution of Complaints) Act 1993*; and
- (e) Section 124 *Industrial Relations Act 1996* (NSW).

This legislation, as varied from time to time, governs the superannuation rights and obligations of the Employer and Employees.

20.2 Subject to the requirements of this legislation, superannuation contributions may be made to:

- (a) ARF (Australia Retirement Fund); or
- (b) Such other fund nominated by an Employee and approved by the Company in accordance with Section 124 of the *Industrial Relations Act 1996* (NSW).

21. UNION MEMBERSHIP

21.1 The Employer shall neither encourage nor discourage union membership.

- 21.2 Upon engagement, all new Employees shall be offered an application form for their respective union membership. Upon request, the Employer will also deduct union dues from the Employee's pay.

22. UNIFORMS

- 22.1 All Employees covered by the terms of this Agreement shall be provided with a suitable uniform by the Employer. Such uniforms shall be worn as directed by the Employer as per clause 23.2 of the InvoCare Uniform Style Guide and/or any Company Policy and Procedure from time to time.
- 22.2 Employees shall take all due care with uniforms or protective clothing supplied by the Employer.
- 22.3 All items of clothing and protective clothing shall remain the property of the Employer at all times and are to be returned to the employer in the event the Employee ceases employment on the Employee's last day of employment.
- 22.4 Wet weather gear shall be provided to all Employees where required in the performance of their duties.
- 22.5 Reimbursement of laundry expenses will be made in accordance with Company procedures but only upon production of receipts and only where prior written approval has been given by the Company.

23. CARRYING OF CASKETS

The Company will comply with Occupational Health and Safety Legislation.

24. OCCUPATIONAL HEALTH & SAFETY

- 24.1 All Employees are required to adhere to InvoCare's Occupational Health and Safety Injury Management System Manual, including appropriate record keeping. It is the responsibility of all Employees to contribute to a safe and healthy working environment and to promptly report any potentially dangerous work practices or conditions or faulty or unsafe plant and equipment. A copy of this policy is available on the Company's intranet site.
- 24.2 InvoCare subscribes to a smoke free environment. You may not smoke in any Company vehicle or business premises. Alcohol is not to be consumed whilst on duty. Any staff member who is alcohol or drug affected on duty will not be permitted to work and may be dismissed. If an Employee loses their licence for driving under the influence of alcohol or prohibited drugs, and are unable to perform normal duties, disciplinary action may be taken which include dismissal.

25. SICK LEAVE

- 25.1 Employees who are unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity, shall be entitled to be paid at ordinary rates of pay for the time of such non-attendance up to a maximum of five (5) days pay in his/her first year of service and ten (10) days pay for the second and subsequent years of service, provided that the Employee shall not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to workers' compensation.
- 25.2 Employees must inform the Employer, prior to commencing their shift on the day of absence, of their inability to attend for duty and, as far as possible, state the nature of their illness or injury and the estimated duration of the incapacity.
- 25.3 For absences of two (2) or more consecutive days, the Employee must provide suitable medical certificates. The medical certificates must be handed to the Employer by 9.00am on their day of return to work.
- 25.4 Notwithstanding the above, an Employee may be required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after a day an Employee has not been rostered on duty or long weekend.
- 25.5 Where an Employee is, without reasonable excuse, the Employer's consent, or such other evidence as the Employer may require, absent from employment on the working day or part of the working day immediately preceding or immediately following:
- (a) A Holiday or Holidays as defined by this Agreement; or
 - (b) A period of Annual Leave during which a Holiday or Holidays occur as defined by this Agreement,
- The Employee shall not be entitled to payment for such Holiday or Holidays.
- 25.6 In addition to the above, on the pay day following the first and subsequent anniversaries of employment, Funeral Service Employees are entitled to payment of an amount for good attendance based on the amount of unused sick leave in the year immediately preceding.
- 25.7 Payment for the amount referred to in clause 25.7 shall be at the ordinary weekly rate prescribed by this Agreement for the classification in which the Funeral Service Employee was employed at the end of the immediately preceding year.
- 25.8 Except as provided by clause 25.7, payment of the cash value of unused sick leave shall not be made.
- 25.9 Funeral Service Employees must be employed by the Company in order to receive their attendance bonus.

25.10 For the purpose of this clause, service before the date of coming into force of this Agreement shall be counted as service.

26. RECREATIONAL LEAVE

In this clause:

'Calendar Year' means the relevant year commencing 1 January and ending 31 December.

- (a) Permanent Funeral Services Employees are entitled to a maximum of five (5) days per Calendar Year as recreational leave in addition to any other leave entitlements under this Agreement (**'Recreation Days'**).
- (b) Recreation days shall accumulate at the rate of 3.33 hours per month, commencing 1 January of the relevant Calendar Year.
- (c) Recreational Leave does not accrue from year to year and will not be paid out upon termination of employment.
- (d) Recreational Leave must be approved by the Employer before the taking of such a day.
- (e) The Employer retains the discretion to ensure the roster will meet the operational requirements of the business.
- (f) Recreational Leave must not be taken as part of a long weekend or in conjunction with any other leave.
- (g) Recreational Leave may be taken for whole days only and not part of a day.

27. INOCULATIONS

27.1 All Employees must receive, from a qualified Medical Practitioner, inoculations necessary for health and safety at work, as directed by the Employer.

27.2 Such inoculations shall take place during working hours at the Employer's expense, and may include (but not be limited to) injections for Anti-Tetanus, Hepatitis A and Hepatitis B.

28. RESTRICTIVE WORK PRACTICES

28.1 Transportation of deceased shall be permitted by van and/or hearse and deliveries shall be made and accepted through chapel or any other appropriate entrances as determined by the Company.

28.2 Upon delivery of deceased persons as a result of an interbranch transfer, the Employer may allocate one (1) Funeral Services Employee to assist with the unloading of such deceased persons from a transfer vehicle.

- 28.3 Early delivery of a deceased directly to a crematorium may occur up to forty-eight (48) hours prior to the service and cremation.
- 28.4 Where an early delivery takes place directly to a crematorium, the Employer may allocate one (1) Funeral Services Employee to assist with the unloading of such deceased persons from a transfer vehicle.
- 28.5 At the discretion of the Company, a service at a crematorium may be conducted (including Saturdays utilising one (1) employee only) (including Saturdays).
- 28.6 Transportation of deceased may take place from or to Funeral directors which are not owned or operated by the Company.
- 28.7 Nothing in this Agreement shall prevent or inhibit employees engaged in a crematorium owned or operated by the Company, from being called upon to carry out a transfer of a deceased, assist in the loading and unloading of coffins and caskets to and from transfer vehicles (including hearses) or attending on InvoCare funerals.
- 28.8 Burial and cremation work shall not take place on New Years Day, Australia Day, Good Friday, Anzac Day and Christmas Day.
- 28.9 Burial and cremation work shall not take place on Sundays.

29. ANNUAL LEAVE

- 29.1 Employees' entitlements to annual leave are governed by the *Annual Holidays Act 1944* (NSW).
- 29.2 Employees are entitled to 20 days paid annual leave each year.
- 29.3 All annual leave must be approved by the Employer prior to commencement of the leave.
- 29.4 The Employer may direct an Employee to take annual leave with the giving of one month's notice or a lesser period by agreement.
- 29.5 An Employee may elect, with the consent of the Employer, to take annual leave not exceeding five (5) days in single days or part thereof, in any calendar year at a time or times agreed by the Employee and Employer.

30. LONG SERVICE LEAVE

- 30.1 Employees' entitlements to long service leave are governed by the *Long Service Leave Act 1955* (NSW).
- 30.2 The Employer may direct an Employee to take long service leave with the giving of one month's notice.

31. BEREAVEMENT LEAVE

- 31.1 Employees are entitled to a maximum of three (3) days bereavement leave without deduction of pay on each occasion of the death of a person in Australia as prescribed in subclause (3) of this clause for the purpose of making arrangements for and/or attending a funeral.
- 31.2 The Employee must notify the Employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- 31.3 Bereavement leave shall be available to the Employee in respect to the death of a person prescribed for the purposes of personal carers' leave as set out in *State Personal/Carers' Leave Case August 1996 Clause 22(l)(c)(ii)*, provided that, for the purpose of bereavement leave, the Employee need not have been responsible for the care of the person concerned.
- 31.4 An Employee shall not be entitled to bereavement leave under this clause during any period in respect of which the Employee has been granted other leave.
- 31.5 Bereavement leave may be taken in conjunction with other leave available under the *State Personal/Carer's Leave Case August 1996 Clause 22* subclauses (2), (3), (4), (5) and (6). In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

32. PARENTAL LEAVE (Including Maternity, Paternity and Adoption Leave)

- 32.1 Employees' entitlements to adoption leave, maternity leave and paternity leave are governed by the *Industrial Relations Act 1996 (NSW)*.

33. PERSONAL CARER'S LEAVE

- 33.1 Use of sick leave
- (i) An Employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in 33(ii)(C)(C) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current sick leave entitlement provided for at Clause 25 of this Agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) An Employee must, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take Carer's Leave under this subclause where another person has taken leave to care for the same person.

- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being either:
 - (A) a spouse of the Employee, or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person: or
 - (C) a child or an adult child (including an adopted child, a step child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse of the Employee.
 - (D) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - (E) a Relative of the Employee who is a member of the same Household.

For the purposes of this paragraph:

'Relative' means a person related by blood, marriage or Affinity;

'Affinity' means a spouse because of relationship marriage that one has blood relatives of the other: and

'Household' means a family group living in the same domestic dwelling.

- (iv) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

33.2 Unpaid Leave for Family Purpose

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in 33.1(ii)(B) who is ill.

34. JURY SERVICE

34.1 Employees required to attend for Jury Service shall notify the Employer as soon as possible prior to the date upon which they are required to attend for Jury Service. Employees shall give to the Employer proof of their attendance, the duration of such attendance and the amount received in respect of such Jury Service including any amount received in respect of fares.

34.2 Employees required to attend for Jury Service during their ordinary working hours, Monday to Friday, inclusive, shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of wages they would have received in respect of their ordinary hours of work per day they would have worked had they not been on Jury Service, together with the difference between the amount received and the actual expenditure for fares and traveling to and from the court.

34.3 Employees who have been called to attend for Jury Service and are discharged shall return to their work place of employment during working hours to complete their shift for the day. The Employer will not be liable to make up the difference in wages and fares as provided for in sub-clause 37.2 in respect of Employees who are able to return to work during their ordinary working hours but fail to so return.

35. TERMINATION OF EMPLOYMENT

35.1 Employment may be terminated by the Employer or Employee providing notice as follows (the *Notice Period*):

- | | | |
|-----|---|-----------------|
| (a) | 120 days up to one (1) year of service | 1 week's notice |
| (b) | Between one (1) and three (3) years' service | 2 week's notice |
| (c) | Between three (3) and five (5) years' service | 3 week's notice |
| (d) | More than five (5) years' service. | 4 week's notice |

35.2 The Notice Period is increased by one (1) week if the Employee is over forty five (45) years of age and has completed at least two (2) years continuous service with the Employer.

35.3 Payment in lieu of notice or forfeiture in lieu of notice may be made by either party.

35.4 New Employees undertaking a one hundred and twenty (120) day probationary period may resign, or the Employer may terminate their employment without any notice.

36. REDUNDANCY

36.1 Discussions Before Termination

- (a) Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing, to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer must hold discussions with the Employees directly affected and notify the union.
- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of clause 36.1(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the termination and measures to mitigate any adverse effects of any termination on the Employees concerned.
- (c) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the union, all relevant information about proposed termination including the reasons for the proposed termination, the number and categories of Employees likely to be affected, the number of Employees normally employed and the period over which the terminations are likely to be carried out. The Employer shall not be required to disclose confidential information if the disclosure is adverse to the Employer's interests.

36.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 36.1(a) the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if his/her employment has been terminated, and the Employer may at the Employer's option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

36.3 Severance Pay

- (i) In addition to the period of notice prescribed for ordinary termination in clause 35, an Employee whose employment is terminated for reasons set out in clause 36.1(a) shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service**Severance Pay
Under 45 Years of Age**

Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	7 weeks
3 years but less than 4 years	10 weeks
4 years but less than 5 years	12 weeks
5 years but/ess than 6 years	14 weeks
6 years and over	16 weeks

- (ii) Where an Employee is 45 years old or over, the entitlement is in accordance with the following scale:

Period of Continuous Service**Severance Pay
45 Years and Over**

Less than 1 year	Nil
1 year but less than 2 years	5 weeks
2 years but less than 3 years	8.75 weeks
3 years but less than 4 years	12.5 weeks
4 years but less than 5 years	15 weeks
5 years but less than 6 years	17.5 weeks
6 years and over	20 weeks

36.4 Employees Leaving During the Notice Period

An Employee whose employment is terminated for reasons set out in clause 36.1(a) may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had the Employee remained with the Employer until the expiry of such notice, however, the Employee shall not be entitled to payment in lieu of notice.

36.5 Alternative Employment

The Employer is not obliged to pay an Employee severance pay where the Employer is able to provide, or locate for the Employee, acceptable alternative employment.

36.6 Time Off During the Notice Period

- (a) During the Notice Period, an Employee shall be allowed one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been permitted to take paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive

payment for the time absent. For this purpose a statutory declaration will be sufficient.

36.7 Notice to Centrelink

Where a decision has been made to terminate an Employee in the circumstances outline in clause 36.1(a) the Employer shall notify Centrelink as soon as possible, giving relevant information including the number and categories of Employees likely to be affected and the period over which the termination are intended to be carried out.

36.8 Superannuation Benefits

Subject to further Award or Order by the Industrial Relations Commission, where an Employee who is terminated received a benefit in the nature of severance pay from a Superannuation Scheme, the Employee shall only receive under clause 36.3 the difference between the severance pay specified in that subclause and the amount of Superannuation benefit the Employee received which is attributed to Employer contributions only.

36.9 Employees with Less Than One Year of Service

This clause shall not apply to Employees with less than one year of service.

36.10 Employees Exempted

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

36.11 Incapacity to Pay

The Employer, in a particular redundancy case, may make application to the Industrial Relations Commission to have the general severance pay prescription varied on the basis of the Employer's incapacity to pay.

37. TRANSMISSION OF BUSINESS

37.1 Where the business of the Employer is transmitted to another company (**'the Transmittee'**), an Employee who at the time of such Transmission was an Employee of the Employer in that business becomes an Employee of the Transmittee and:

- (a) the continuity of the employment and the service of the Employee shall be deemed not to have been broken by reasons of such Transmission; and
- (b) the period of service which the Employee has had with the Employer or any prior transmittor shall be deemed to be service of the Employee with the Transmittee; and

- (c) the Employee shall not have an entitlement to either severance pay or redundancy entitlements as a consequence of the Transmission of business.

37.2 In this clause '**Business**' includes trade, process, business or occupation and includes part of any such business and '**Transmission**' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

38. CASUAL EMPLOYEES - EXCLUSION CLAUSE

Unless otherwise expressly provided for in this Agreement, the following clauses shall not apply to Casual Employees: Annual Leave, Recreational Leave, Sick Leave, Long Service Leave, Bereavement Leave, Parental Leave, Personal Carer's Leave, Short Term Movement of Employees, Termination of Employment, Redundancy, Jury Service and Public Holidays.

39. NO EXTRA CLAIMS

The parties to this Agreement agree that, for the term of this Agreement, there shall be no further claims made with respect to any matters which could be covered by the terms of this Agreement subject to the provisions of the Industrial Relations Act, 1996 (NSW).

40. DISPUTES PROCEDURE

40.1 Resolution of industrial disputes shall be in accordance with the following procedural steps:

40.2 Procedures Relating to Grievances on *Individual Employees*:

- (a) The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The Employees may be represented by an Industrial Organisation of Employees.

40.3 Procedures for a Dispute *Between the Employer and an Employee*:

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The Employer may be represented by an Industrial Organisation of Employers and the Employees may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

41. RELATIONSHIP TO COMPANY POLICIES AND PROCEDURES

This Agreement is to be read in conjunction with the InvoCare Policies and Procedures manuals as determined by the Employer from time to time. These policies and procedures do not reduce Employee's substantive entitlements contained in this Agreement but it is recognised by parties to this Agreement that these policies and procedures form part of an Employees terms and conditions of employment.

42. DRUG AND ALCOHOL TESTING

During the life of this Agreement random testing for drugs and alcohol will be introduced to ensure the health and safety of all Employees and visitors of the Company.

43. SIGNATORIES

SIGNED for and on behalf of	}	
	}	-----
INVOCARE AUSTRALIA	}	
PTY. LIMITED in the presence of	}	Name (printed)
		Position:

Witness

Name: (printed).....

SIGNED for and on behalf of
**THE FUNERAL AND ALLIED
INDUSTRIES UNION OF NEW
SOUTH WALES** in the presence of

}
}
}
}

Name: (printed)

Position:

Witness

Name: (printed).....

SCHEDULE 1

NAME OF BRAND	SUBURB
A F Anderson Funerals - A Guardian Funeral Provider	Granville
Allan Drew Funerals	Castle Hill
Allen Matthews Funerals - A Guardian Funeral Provider	Cremorne
Allen Matthews Funerals - A Guardian Funeral Provider	North Ryde
Bruce Maurer Funerals - A Guardian Funeral Provider	Crows Nest
Butler Funerals - A Guardian Funeral Provider	Camden
Butler Funerals - A Guardian Funeral Provider	Campbelltown
David Lloyd Funerals - incorporating Beresfield and Parsons Funerals	Adamstown
David Lloyd Funerals - incorporating Beresfield and Parsons Funerals	Belmont
David Lloyd Funerals - incorporating Beresfield and Parsons Funerals	Beresfield
Dignified Funerals - A Guardian Funeral Provider	Burwood
Dignified Funerals - A Guardian Funeral Provider	Five Dock
Hansen & Cole Funerals - A Guardian Funeral Provider	Bulli
Hansen & Cole Funerals - A Guardian Funeral Provider	Kembla Grange
Hansen & Cole Funerals - A Guardian Funeral Provider	Wollongong
J & C Hardy Funerals - A Guardian Funeral Provider	Hurstville
J & C Hardy Funerals - A Guardian Funeral Provider	Rockdale
J.W. Chandler Funerals - A Guardian Funeral Provider	Richmond
J.W. Chandler Funerals - A Guardian Funeral Provider	Windsor
Labor Funerals - A Guardian Funeral Provider	Bankstown
Macarthur District Funerals - A Guardian Funeral Provider	Leppington
Metcalfe & Morris Funerals - A Guardian Funeral Provider	Parramatta
Metropolitan Funeral Homes - A Guardian Funeral Provider	Bankstown
Metropolitan Funeral Homes - A Guardian Funeral Provider	Rockdale
Parkway Funerals - A Guardian Funeral Provider	Dee Why
Simplicity Funerals	Paddington
Simplicity Funerals	Balgowlah
Simplicity Funerals	Bateau Bay
Simplicity Funerals	Chatswood
Simplicity Funerals	Erina
Simplicity Funerals	Liverpool
Simplicity Funerals	Mascot
Simplicity Funerals	Miranda
Simplicity Funerals	Newtown
Simplicity Funerals	Randwick

NAME OF BRAND	SUBURB
Simplicity Funerals	Smithfield
Simplicity Funerals	Toukley East
Simplicity Funerals	Warrawee
Simplicity Funerals	Woy Woy
Sydney Funeral Services - A Guardian Funeral Provider	Minchinbury
Universal Chung Wah Funerals	Fairfield
White Lady Funerals	Bankstown
White Lady Funerals	Bondi Junction
White Lady Funerals	Charlestown
White Lady Funerals	Eastwood
White Lady Funerals	Manly
White Lady Funerals	Mayfield
White Lady Funerals	Mosman
White Lady Funerals	Narrabeen
White Lady Funerals	Pennant Hills
White Lady Funerals	Penrith
White Lady Funerals	Roseville
White Lady Funerals	Sutherland
White Lady Funerals	Wyoming